

E-FILED
IN COUNTY CLERK'S OFFICE
PIERCE COUNTY, WASHINGTON

October 26 2021 11:46 AM

KEVIN STOCK
COUNTY CLERK
NO: 21-2-08024-5

**SUPERIOR COURT OF WASHINGTON FOR PIERCE COUNTY
CASE COVER SHEET / CIVIL CASE**

Case Title KRISTY P., AND NORWOOD, TIMOTHY P. NORWOOD VS. HPA BORROWER 2 Case Number 21-2-08024-5
Atty/Litigant Morgan Lake Bar# 52789 Phone (360) 499-2144
Address 3703 S EDMUNDS ST # 115
City SEATTLE State WA Zip Code 98118
Email _____

Please check one category that best describes this case for indexing purposes.

If you cannot determine the appropriate category, Please describe the cause of action below. This will create a Miscellaneous cause which is not subject to PCLR 3.

APPEAL / REVIEW

☐ Administrative Law Review (ALR 2) REV 6
☐ Civil, Non-Traffic (LCA 2) REV 6
☐ Civil, Traffic (LCI 2) REV 6
☐ Land Use Petition (LUP 2) LUPA

CONTRACT / COMMERCIAL

☒ Breach of Contract, Commercial Non-Contract
or Commercial-Contract (COM 2) STANDARD
☐ Third Party Collection (COL 2) REV 4

JUDGEMENT

☐ Judgement, Another County or Abstract
Only (ABJ 2) Non PCLR
☐ Transcript of Judgement (TRJ 2) Non PCLR
☐ Foreign Judgement Civil or Judgement,
Another State (FJU 2) Non PCLR

TORT / MOTOR VEHICLE

☐ Death, Non-Death Injuries or Property
Damage Only (TMV 2) STANDARD

TORT / NON MOTOR VEHICLE

☐ Other Malpractice (MAL 2) COMPLEX
☐ Personal Injury (PIN 2) STANDARD
☐ Property Damage (PRP 2) STANDARD
☐ Wrongful Death (WDE 2) STANDARD
☐ Other Tort, Products Liability or Asbestos
(TTO 2) COMPLEX

PROPERTY RIGHTS

☐ Condemnation (CON 2) STANDARD
☐ Foreclosure (FOR 2) REV 4
☐ Property Fairness (PFA 2) STANDARD
☐ Quiet Title (QTI 2) STANDARD
☐ Unlawful Detainer / Eviction (UND 2) REV 4
☐ Unlawful Detainer / Contested (UND 2) REV 4

OTHER COMPLAINT OR PETITION

☐ Compel/Confirm Bind Arbitration, Deposit of
Surplus Funds, Interpleader, Subpoenas, Victims'
Employment Leave, or Wireless Number Disclosure,
Miscellaneous (MSC 2) REV 4
☐ Injunction (INJ 2) REV 4
☐ Malicious Harassment (MHA 2) Non PCLR
☐ Meretricious Relationship (MER 2) REV 4
☐ Minor Settlement/No Guardianship (MST2) REV 4
☐ Pet for Civil Commit/Sex Predator (PCC2) REV 4
☐ Property Damage Gangs (PRG 2) REV 4
☐ Relief from Duty to Register (RDR) REV 12
☐ Restoration of Firearm Rights (RFR 2) REV 4
☐ Seizure of Property/Comm. of Crime (SPC2) REV 4
☐ Seizure of Property Result from Crime (SPR2) REV 4
☐ Trust/Estate Dispute Resolution (TDR2) REV 12
☐ Restoration of Opportunity (CRP) REV 4

TORT / MEDICAL MALPRACTICE

☐ Hospital, Medical Doctor, or Other Health Care
Professional (MED2) COMPLEX

WRIT

☐ Habeas Corpus (WHC 2) REV 4
☐ Mandamus (WRM 2) REV 4
☐ Review (WRV 2) REV 4
☐ Miscellaneous Writ (WMW 2) REV 4

MISCELLANEOUS _____
EXHIBIT "A" TO NOTICE OF REMOVAL, Page 1 of 120

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PIERCE COUNTY, WASHINGTON

**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR PIERCE COUNTY**

October 26 2021 11:46 AM

KRISTY P., AND NORWOOD, TIMOTHY P.
NORWOOD

Plaintiff(s)

Vs.

HPA BORROWER 2018-LLC

Defendant(s)

No. 21-2-08024-5

ORDER SETTING CASE SCHEDULE

Type of case: COM

Estimated Trial (days):

Track Assignment: Standard

Assignment Department: 03

Docket Code: **ORSCS**

KEVIN STOCK
COUNTY CLERK
NO: 21-2-08024-5

Confirmation of Service	11/23/2021
Confirmation of Joinder of Parties, Claims and Defenses	2/22/2022
Jury Demand	3/1/2022
Plaintiff's/Petitioner's Disclosure of Primary Witnesses	4/19/2022
Defendant's/Respondent's Disclosure of Primary Witnesses	5/17/2022
Disclosure of Rebuttal Witnesses	7/5/2022
Deadline for Filing Motion to Adjust Trial Date	8/2/2022
Discovery Cutoff	9/6/2022
Exchange of Witness and Exhibit Lists and Documentary Exhibits	9/20/2022
Joint Statement of Evidence	9/27/2022
Deadline to file Certificate or Declaration re: Alternative Dispute Resolution	9/27/2022
Deadline for Hearing Dispositive Pretrial Motions	9/27/2022
Pretrial Conference	Week of 10/11/2022
Trial	10/25/2022 9:00

NOTICE TO PLAINTIFF/PETITIONER

If the case has been filed, the plaintiff shall serve a copy of the Case Schedule on the defendant(s) with the summons and complaint/petition: Provided that in those cases where service is by publication the plaintiff shall serve the Case Schedule within five (5) court days of service of the defendant's first response/appearance. If the case has not been filed, but an initial pleading is served, the Case Schedule shall be served within five (5) court days of filing. See PCLR 3.

NOTICE TO ALL PARTIES

All attorneys and parties shall make themselves familiar with the Pierce County Local Rules, particularly those relating to case scheduling. Compliance with the scheduling rules is mandatory and failure to comply shall result in sanctions appropriate to the violation. If a statement of arbitrability is filed, PCLR 3 does not apply while the case is in arbitration.

Dated: October 26, 2021



Judge Michael E. Schwartz
Department 03

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NO: 21-2-03024-5

**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF PIERCE**

KRISTY M. NORWOOD, and
TIMOTHY P. NORWOOD, a
married couple,

Plaintiffs,

vs.

HPA BORROWER 2018-LLC,
(d/b/a "Home Partners of America"),
a foreign limited liability company
licensed to do business in the State
of Washington; and OPVHHJV LL
(d/b/a "Pathlight Property
Management of America") a foreign
limited liability company licensed to
do business in Washington State,

Defendants.

CASE NO. _____

CIVIL SUMMONS (20 Days)

TO: CLERK OF THE ABOVE-LISTED COURT;
AND TO: DEFENDANT, HPA BORROWER 2018-LLC;
AND TO: DEFENDANT, OPVHHJV LL

TO THE DEFENDANTS: A lawsuit has been started against you in the above entitled court by Plaintiffs, KRISTY M. NORWOOD, and TIMOTHY P. NORWOOD, by and through their attorney, Morgan L. Lake of Lake Law, PLLC. Plaintiffs' claims are stated in the written complaint, a copy of which is served upon you with this summons.

CIVIL SUMMONS (20 Days)

Kristy M. Norwood, and Timothy P. Norwood, a
married couple, vs. HPA BORROWER 2018-LLC
(d/b/a "Home Partners of America"); and OPVHHJV LL (d/b/a
"Pathlight Property Management of America")

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3703 S. Edmunds St. #115,
SEATTLE, WA. 98118
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morgan@morganlakelaw.com

1 In order to defend against this lawsuit, you must respond to the complaint by stating your defense
 2 in writing, and by serving a copy upon the person signing this summons within 20 days after the service
 3 of this summons, excluding the day of service, or a default judgment may be entered against you without
 4 notice. A default judgment is one where plaintiff is entitled to what he asks for because you have not
 5 responded. If you serve a notice of appearance on the undersigned person, you are entitled to notice
 6 before a default judgment may be entered.

7 You may demand that the plaintiff file this lawsuit with the court. If you do so, the demand must
 8 be in writing and must be served upon the person signing this summons. Within 14 days after you serve
 9 the demand, the plaintiff must file this lawsuit with the court, or the service on you of this summons and
 10 complaint will be void.

11 If you wish to seek the advice of an attorney in this matter, you should do so promptly so that
 12 your written response, if any, may be served on time. This summons is issued pursuant to rule 4 of the
 13 Superior Court Civil Rules of the State of Washington.

14 DATED this October 25th, 2021.

15 By: 

16 /s/ Morgan L. Lake

17 Morgan L. Lake, WSBA #52789

18 Attorney for the Plaintiffs

19 **NOTICE:** State and federal law provide protections to defendants who are on active duty in the military
 20 service, and to their dependents. Dependents of a service member or the service member's spouse, the service
 21 member's minor child, or an individual for whom the service member provided more than on-half of the individual's
 22 support for one hundred eighty days immediately preceding an application for relief.

23 One protection provided is the protection against the entry of a default judgment in certain circumstances.
 24 **This notice only pertains to a defendant who is a dependent of a member of the national guard or a military
 25 reserve component under a call to active service for a period of time of more than thirty consecutive days.**
 Other defendants in military service also have protections against default judgments not covered by this notice. If
 you are the dependent of a member of the national guard or a military reserve component under a call to active
 service for a period of more than thirty consecutive days, you should notify the plaintiff or the plaintiff's attorneys in
 writing of your status as such within twenty days of the receipt of this notice. If you fail to do so, then a court or an
 administrative tribunal may presume that you are not a dependent of an active duty member of the national guard or
 reserves, and proceed with the entry of an order of default and/or a default judgment without further proof of your
 status. Your response to the plaintiff or plaintiff's attorney(s) about your status does not constitute an appearance
 for jurisdictional purposes in any pending litigation nor a waiver of your rights.

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Plaintiffs,

vs.

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(d/b/a "Home Partners of America"),
a foreign limited liability company
licensed to do business in the State
of Washington; and OPVHHJV LL
(d/b/a "Pathlight Property
Management of America") a foreign
limited liability company licensed to
do business in Washington State,

Defendants.

CASE NO. _____

CIVIL COMPLAINT FOR DAMAGES

COMES NOW Plaintiffs, KRISTY M. NORWOOD and TIM P. NORWOOD, by and
through their attorney, Morgan L. Lake of Lake Law, PLLC, and bring this action against HPA
BORROWER 2018-LLC, (d/b/a "Home Partners of America"), and OPVHHJV LL (d/b/a
"Pathlight Property Management of America") (collectively, "the Parties") alleging as follows:

CIVIL COMPLAINT FOR DAMAGES

Kristy M. Norwood, and Timothy P. Norwood,
a married couple, vs. HPA BORROWER 2018-LLC,
(d/b/a "Home Partners of America"); and OPVHHJV LL
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I. PARTIES

Plaintiffs, Kristy M. Norwood, and Tim P. Norwood:

1.1 Plaintiffs, Kristy M. Norwood, and Timothy N. Norwood (hereinafter “the Plaintiffs” or “the Norwoods”) are natural persons and residents of Washington State.

1.2 The Norwoods are individually and collectively a “person” as defined by RCW 59.18.030(21), and “tenant[s]” as defined by RCW 59.18.030(34).

Defendant, HPA BORROWER 2018-LLC:

1.3 Defendant, HPA BORROWER 2018-LLC (d/b/a “Home Partners of America”) (hereinafter “Defendant HPA”) is a foreign limited liability company headquartered at 120 S RIVERSIDE PLZ, SUITE 2000, CHICAGO, IL, 60606-3913, duly licensed to do business as a residential real estate company that buys, sells and leases properties in Washington State under UBI: 603-331-490.

1.4 Defendant HPA is therefore a “landlord” as defined by RCW 59.18.030(16), and a “person” as defined by RCW 59.18.030(21), and a “property owner” as defined by the Pierce County Code (“PCC”). PCC 13.04.010.

Defendant, OPVHHJV LL (d/b/a “Pathlight Property Management”):

1.5 Defendant OPVHHJV LL (d/b/a “Pathlight Property Management of America”) (Hereinafter “Defendant Pathlight”) is a Foreign Limited Liability Company incorporated at 6500 International Pkwy STE 1100, Plano, TX 75093-8363, duly licensed to do business in the area of real estate in Washington State under UBI: 603-436-181.

1.6 Defendant Pathlight is therefore a “landlord” as defined by RCW 59.18.030(16), a “person” as defined by RCW 59.18.030(21), and a “property owner” as defined by PCC 13.04.010.

CIVIL COMPLAINT FOR DAMAGES

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II. JURISDICTION AND VENUE

2.1 Personal jurisdiction is proper in Pierce County, Washington because the Plaintiffs resided in Pierce County, Washington State at all relevant times the events described throughout this Complaint occurred; Defendants conduct business within Pierce County, Washington; the Property Lease Agreement between the Parties was executed in Pierce County, Washington; and each of the breaches and other wrongful acts alleged herein took place in Pierce County, Washington. RCW 2.08.010.

2.2 Venue is proper in Pierce County Superior Court for this action pursuant to RCW 4.12.010 as all of the events alleged herein occurred in Pierce County, Washington. RCW 4.12.010.

III. RELEVANT FACTS

3.1 On February 20th, 2019, the Norwoods entered into a one-year lease agreement with Defendant HPA for a residence located at 711 Le-Lou-WA Pl NE, Tacoma, WA. 98422, with the Norwood's rent payments set at \$2,395.00 per month.

3.2 On November 21, 2019, the Norwoods notified Defendant HPA, by and through Pathlight, that their property's ceiling was leaking. *Exhibit A*.

3.3 On February 1st, 2020, the Norwoods notified the Defendants that "the ceiling in the room adjacent to the kitchen was getting moldy [due] to the roof leaking [and] needed to be fixed ASAP!" *Exhibit B*.

3.4 On February 6th, 2020, the Norwoods notified the Defendants that there "[was] and active leak in the house." *Exhibit C*.

3.5 On February 20, 2020, the Norwoods notified the Defendants that the "ceiling in the room [adjacent] to the kitchen [was] still in need of repair." *Exhibit D*.

CIVIL COMPLAINT FOR DAMAGES

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- 3

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1 3.6 On June 25th, 2020, the Norwoods notified the Defendants, that damage to their
2 ceiling and insulation required repair. *Exhibit E*.

3 3.7 On July 22nd, 2020, the Norwoods again notified the Defendants, that damage to
4 the ceiling and insulation required repair. *Exhibit F*.

5 3.8 On or about September 1st, 2020, Kristy Norwood began to suffer from open sores
6 on her scalp, extreme anxiety, and impaired breathing as a result of being exposed to the
7 substandard and dangerous living conditions described herein.

8 3.9 On September 28th, 2020, the Norwoods notified the Defendants that “all sinks,
9 tubs, showers and toilets were backed up.” *Exhibit G*.

10 3.10 On September 15th, 2020, the Norwoods again notified the Defendants that “all
11 sinks, tubs, showers and toilets were backed up.” *Exhibit H*.

12 3.11 On October 15th, 2020, the Norwoods notified the Defendants for a third time that
13 “all sinks, tubs, showers and toilets were backed up.” *Exhibit I*.

14 3.12 On October 22nd, 2020, the Norwoods notified the Defendants for a fourth time
15 that damage to the ceiling and insulation required repair.” *Exhibit J*.

16 3.13 On October 21st, 2020, Defendant Pathlight contacted Harts Services (“Harts”), a
17 local residential plumbing and sewer pipe expert, and directed Harts to inspect the plumbing for
18 the property at issue. Harts determined all waste lines from the property’s side sewer needed
19 immediate replacement. During the inspection of the pipeline, Harts discovered the main sewer
20 pipe for the property at issue had been completely broken in two, which allowed for open sewage
21 to escape the pipeline and run directly underneath the Norwoods’ home. Harts also identified
22 numerous rotted and cracked pipes throughout the underside of the home that required
immediate repair due to sewage leaking. The estimate to complete the necessary work was
\$30,559.73. Neither Defendant HPA, nor Defendant Pathlight took any action thereafter to

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- 4

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1 address the health and safety concerns related to broken pipeline or open sewage running
2 underneath premises at issue. *Exhibit K*.

3 3.14 On October 22nd, 2020, the Norwoods notified the Defendants for a fourth time
4 that “[they] were still having issues with all bathroom[s], and that “[s]howers, tubs, washer, and
5 the toilets [were] still backing up.” *Exhibit L*.

6 3.15 On October 30, 2020, the Norwoods notified the Defendants for a fifth time that
7 [they] were still having issues with all bathroom[s], showers, tubs, and [also] that the toilets in
8 the residence at issue were still backing up.” *Exhibit M*.

9 3.16 On October 30th, 2020, the Norwoods notified the Defendants that there were
10 “rats under the house.” *Exhibit N*.

11 3.17 On November 17th, 2020, the Norwoods paid for a certified mold inspector to
12 assess their home due to Defendant HPA’s and Defendant Pathlight’s failure to address notices
13 related to leaks throughout the premises and growing concerns over Kristy Norwood’s
14 respiratory issues. The inspection produced “Mold Scores” of “HIGH” in the Kitchen/Dining
15 Area, the NE Crawlspace, and the Garage Bedroom.

16 3.18 On or about December 1, 2020, and as a direct result of Defendant HPA’s failure
17 to remedy the substandard living conditions and subsequent health concerns, the Norwoods were
18 forced to vacate the premises at issue and search for a new residence at the height of the global
19 SARS-CoV-2 pandemic (aka “COVID-19”).

20 3.19 On or about December 1st, 2020, and at the height of the global COVID-19
21 pandemic, the Norwoods paid a household moving services company \$2,600.00 to pack and
22 store their belongings and an additional \$350.00 for a U-Haul truck and other supplies. *Exhibit O*.

23 **IV. CAUSES OF ACTION**

24 **A. BREACH OF IMPLIED WARRANTY OF HABITABILITY (RCW 59.18.060)**

25 CIVIL COMPLAINT FOR DAMAGES

Kristy M. Norwood, and Timothy P. Norwood,
a married couple, vs. HPA BORROWER 2018-LLC,
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- 5

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1 4.1 The Norwoods incorporate by reference the allegations set forth in each of the
2 paragraphs of this pleading as though fully stated herein.

3 4.2 Washington State's Legislature "enacted the Residential Landlord-Tenant Act,
4 Chapter 59.18 RCW, to govern the rights, responsibilities, and remedies of residential landlords
5 and tenants." Faciszewski v. Brown, 187 Wn.2d 308, 314, 386 P.3d 711 (2016).

6 4.3 Washington State's Courts have made clear the RLTA "is a remedial statute that
7 must be "construed liberally in order to accomplish the purpose for which it is enacted." State v.
8 Douty, 92 Wn.2d 930, 936, 603 P.2d 373 (1979); cf. Randy Reynolds & Assocs. v. Harmon, 193
9 Wn.2d 143, 156, 437 P.3d 677 (2019) (Chapter 59.18 RCW is a "statute[] in derogation of the
common law and thus [is] strictly construed in favor of the tenant.").

10 4.4 Under the RLTA, "all contracts for the renting of premises, oral or written, [have]
11 an implied warranty of habitability." Foisy v. Wyman, 83 Wash.2d at 28, 515 P.2d 160. (1973).

12 4.5 This implied warranty of habitability requires landlords like Defendant HPA and
13 Defendant Pathlight to "keep the premises fit for human habitation" and to "maintain certain
specified items and areas." RCW 59.18.060.

14 4.6 To be fit for human habitation, landlords like Defendant HPA and Defendant
15 Pathlight "must maintain the structural components [of the rental property] including, but not
16 limited to, the roofs, floors, walls, foundations, and all other structural components, in
17 reasonably good repair so as to be usable." RCW 59.18.060(2).

18 4.7 Landlords like Defendant HPA and Defendant Pathlight violate the implied
19 warranty of habitability when they fail to keep a property fit for human habitation by failing to
20 maintain "a reasonable program for the control of infestation by insects, rodents, and other pests
21 at the initiation of the tenancy." RCW 59.18.060(4).

22
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- 6

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1 4.8 Landlords like Defendant HPA and Defendant Pathlight also violate the implied
2 warranty of habitability when they fail to make repairs and arrangements necessary to put and
3 keep premises [like the Norwood's] in as good condition as [premises] by law or rental
4 agreement *should have been*, at the commencement of the tenancy. RCW 59.18.060(5).

5 4.9 Landlords like Defendant HPA and Defendant Pathlight further violate the
6 implied warranty of habitability when they fail to maintain all plumbing in a reasonably good
7 working order. RCW 59.18.060(8).

8 4.10 Here, Defendant HPA and Defendant Pathlight violated the RLTA by failing to
9 maintain the Norwood's roofs, floors, walls, foundations, and all other structural components, in
10 reasonably good repair so as to be usable. RCW 59.18.060(2).

11 4.11 Defendant HPA and Defendant Pathlight violated the RLTA by not having a
12 reasonable program for the control of infestation by insects, rodents, and other pests at the
13 initiation of the tenancy. RCW 59.18.060(4).

14 4.12 Defendant HPA and Defendant Pathlight violated the RLTA by failing to make
15 repairs and arrangements necessary to put and keep the premises at issue in as good condition as
16 it by law or rental agreement *should have been*, at the commencement of the Norwood's tenancy.
17 RCW 59.18.060(5).

18 4.13 Defendant HPA and Defendant Pathlight violated the RLTA by failing to
19 maintain all plumbing within the premises at issue in reasonably good working order. RCW
20 59.18.060(8).

21 4.14 As a direct or proximate cause of Defendant HPA's and Defendant Pathlight's
22 failures to fulfill obligations imposed by RCW 59.18.060, the Norwoods have suffered injury.

23 4.15 Defendant HPA and Defendant Pathlight are therefore jointly and severally liable
24 to the Norwoods for the Norwood's actual damages, which include but are not limited to costs

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- 7

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1 associated with bringing this suit and reasonable attorneys' fees, in addition to such other relief
 2 as may be just and equitable. RCW 59.18 *et seq.*

3 **SECOND CAUSE OF ACTION: BREACH OF CONTRACT FOR LANDLORD'S**
 4 **FAILURE TO CARRY OUT DUTIES (RCW 59.18.070)**

5 5.1 The Norwoods incorporate by reference the allegations set forth in each of the
 6 preceding paragraphs of this pleading as though fully stated herein.

7 5.2 If at any time during a tenancy like the one applicable to this suit, a landlord like
 8 Defendant HPA or Defendant Pathlight receives notice a tenant like the Norwoods, the landlord:

9 ...shall commence remedial action after receipt of such notice by the tenant as
 10 soon as possible but not later than the following time periods, except where
 11 circumstances are beyond the landlord's control:

- 12 (1) Not more than twenty-four hours, where the defective condition
 13 deprives the tenant of hot or cold water, heat, or electricity, or is
 14 imminently hazardous to life;
 15 (2) Not more than seventy-two hours, where the defective condition
 16 deprives the tenant of the use of a refrigerator, range and oven, or a
 17 major plumbing fixture supplied by the landlord; and
 18 (3) Not more than ten days in all others.

19 RCW 59.18.070.

20 5.3 When landlords like Defendant HPA and Defendant Pathlight fail to commence
 21 remedial action of defective conditions like those repeatedly presented to Defendants by the
 22 Norwoods during the applicable periods of time set forth in RCW 59.18.070:

the tenant may contract with a licensed or registered person, or with a responsible
 person capable of performing the repair ... Upon the completion of the repair and
 an opportunity for inspection by the landlord or his or her designated agent, the
 tenant may deduct the cost of repair from the rent in an amount not to exceed the
 sum expressed in dollars representing two month's rental of the tenant's unit per
 repair.

RCW 59.18.070(2).

CIVIL COMPLAINT FOR DAMAGES

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1 5.4 In the present case, the Norwoods provided Defendant HPA and Defendant
2 Pathlight several months of written notices describing the defective conditions described herein,
3 and the notices were received by the Defendants.

4 5.5 Defendants failed to come even remotely close to fulfilling their obligations
5 under RCW 59.18.060 within the time periods established under RCW 59.18.070, which
6 substantially endangered or impaired the health or safety of the Norwoods at the height of the
7 COVID-19 pandemic. Indeed, the Norwoods were forced to live in a home exposed to risk of
8 illness or injury from leaking roofs, mold protruding from their ceilings, and raw sewage in the
9 form of human waste that was draining and accumulating directly underneath the Norwoods' living room floor that led to a rat infestation under the premises. 59.18.060; RCW 59.18.070.

10 5.6 As a direct or proximate cause of Defendants' failures to carry out statutorily
11 imposed duties in a reasonable period of time, the Norwoods were forced to pay for a mold
12 inspection from a certified inspector that confirmed their fears.

13 5.7 Defendant HPA and Defendant Pathlight are therefore jointly and severally liable
14 to the Norwoods for Plaintiffs' actual damages, including "any actual damages sustained by the
15 Norwoods that exceed the amount of relocation assistance that would otherwise payable, in
16 addition to costs associated with bringing this suit and reasonable attorneys' fees, and such other
17 relief as may be just and equitable. RCW 59.18.290(2); RCW 59.18.085(3)(e).

18 **C. THIRD CAUSE OF ACTION: SUBSTANDARD AND UNREASONABLE LIVING**
19 **CONDITIONS (RCW 59.18.115)**

20 6.1 The Norwoods incorporate by reference the allegations set forth in each of the
21 paragraphs of this pleading as though fully stated herein.

22 6.2 Under the RLTA, if a court determines that:

(b) A reasonable time has passed for the landlord to remedy the defective condition following notice to the landlord in accordance with RCW 59.18.070 or such other time as may be allotted by the court or arbitrator; the court or arbitrator

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Kristy M. Norwood, and Timothy P. Norwood,
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may determine the diminution in rental value of the premises due to the defective condition and shall render judgment against the landlord for the rent paid in excess of such diminished rental value from the time of notice of such defect to the time of decision and any costs of repair done pursuant to RCW 59.18.100 for which no deduction has been previously made.

RCW 59.18.100(b).

6.3 Further, Washington State's Legislature has declared, in relevant part:

[T]hat some tenants live in residences that are substandard and dangerous to their health and safety and that the repair and deduct remedies of RCW 59.18.100 may not be adequate to remedy substandard and dangerous conditions. [In such instances], an extraordinary remedy is necessary if the conditions substantially endanger or impair the health and safety of the tenant.

RCW 59.18.100(1).

6.4 The conditions described throughout this Complaint are substandard and dangerous within the meaning of RCW 59.18.115. RCW 59.18.115(2)(a).

6.5 The Norwoods provided the Defendants with repeated notices over the course of nearly ten ("10") months regarding the defects and substandard and dangerous living conditions described herein, but neither Defendant HPA, nor Defendant Pathlight practiced reasonable care to fulfill their duties as imposed by RCW 59.18.060 the conditions within a reasonable time.

6.6 The Defendants' failure to repair the substandard and dangerous living conditions pursuant to statutorily imposed obligations set forth in RCW 59.18.060 within the timeframes set forth in RCW 59.18.070 left the Norwoods unable to consistently utilize each of the 3 bathrooms in the subject property, which prevented the Norwoods from being able to shower or flush toilets without human waste backing up from September 1st, 2019 – November 30th, 2020.

6.7 The Defendants' consistent failure to practice reasonable care to remedy the substandard and dangerous living conditions pursuant to statutorily imposed duties outlined in RCW 59.18.060 within the time frames outlined in RCW 59.18.070 left the Norwoods unable to access their kitchen or laundry room consistently because due to the smell of human waste emanating from the bathroom directly adjacent to the kitchen, in addition to fumes and smell

CIVIL COMPLAINT FOR DAMAGES

Kristy M. Norwood, and Timothy P. Norwood,
a married couple, vs. HPA BORROWER 2018-LLC,
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- 10

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1 from human waste that was draining directly under the subject premises from September 1st,
 2 2019 – November 30th, 2020.

3 6.8 The Defendants’ failures to repair the substandard and dangerous living
 4 conditions as required by RCW 59.18.060 in a reasonable period of time as outlined by RCW
 5 59.18.070, left the Norwoods unable to consistently access or utilize their living room due to the
 6 smell of backed up human waste that was draining directly underneath their living room floor,
 7 and fumes from mold that was visibly protruding throughout their living room ceiling.

8 6.9 Defendant HPA and Defendant Pathlight are therefore jointly and severally liable
 9 to the Norwoods for the diminution in rental value of the premises due to defective conditions
 10 described herein and shall for the rent paid in excess of such diminished rental value from the
 11 time of the Norwoods initial notice to Defendants of such defect to the time the Norwoods were
 forced to vacate the premises. RCW 59.18.100. 59.18.100(b).

12 6.10 Defendant HPA and Defendant Pathlight are also therefore jointly and severally
 13 liable to the Norwoods for the Norwood’s actual damages, including “any actual damages
 14 sustained by [the Norwoods] that exceed the amount of relocation assistance otherwise payable.
 RCW 59.18.290; RCW 59.18.085(3)(e).

15 6.11 Defendants are further jointly and severally liable to the Norwoods for costs of
 16 bringing this suit and reasonable attorney’s fees, in addition to extraordinary damages in an
 17 amount to be proven at trial. RCW 59.18.290(1); RCW 59.18.115(1).

18 **D. FOURTH CAUSE OF ACTION: NEGLIGENCE *PER SE* (RCW 5.40.050)**

19 7.1 The Norwoods incorporate by reference the allegations set forth in each of the
 20 paragraphs of this pleading as though fully stated herein.

21
 22
 ~ CIVIL COMPLAINT FOR DAMAGES

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- 11

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1 7.2 To prevail in a negligence claim, plaintiffs like the Norwoods must show (1) the
2 existence of a duty, (2) breach of that duty, (3) resulting injury, and (4) proximate cause. RCW
3 5.40.050.

4 7.3 Defendant HPA's and Defendant Pathlight's duties as landlords are substantial
5 and set forth in the RLTA. RCW 59.18 *et seq.*

6 7.4 Defendants breached their duties when they consistently failed to exercise
7 ordinary care in repairing the myriad of defects and substandard and dangerous conditions found
8 at the premises at issue within a reasonable period after the Norwoods provided the Defendants
9 notice of such defects and conditions. RCW 5.40.050; RCW 59.18.060; RCW 59.18.070.

10 7.5 As a direct or proximate result of Defendants' failures to exercise reasonable care
11 in fulfilling their statutorily imposed duties under RCW 59.18.060 within the time frames set
12 forth in RCW 59.18.070, the Norwoods suffered injury. The Norwoods spent \$2,950.00 on
13 relocation fees, additional funds to obtain a certified mold inspection, and exhausted time, energy
14 and more funds to investigate the claims which give rise to this suit.

15 7.6 Additionally, Kristy Norwood ("Mrs. Norwood") experienced symptoms as a
16 result of the living conditions described herein that manifested as open sores on her scalp,
17 extreme anxiety, and impaired breathing. Mrs. Norwood was forced to seek out aid from
18 certified medical care specialists who created treatment plans to help Mrs. Norwood cope with
19 the symptoms that manifested as a result of living in the conditions described herein. Acting on
20 medical providers' orders, Mrs. Norwood was even forced to shave her head to allow the sores to
21 heal over a 4-month period. Mrs. Norwood was also prescribed medication to address anxiety, in
22 addition to inhalers for impaired breathing. Mrs. Norwood continues to receive medical care
23 treatment from certified medical care specialists for symptoms that manifested as a result of
24 having to live in the dangerous and substandard conditions outlined throughout this Complaint.

~ ~ CIVIL COMPLAINT FOR DAMAGES

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- 12

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7.7 As a direct or proximate cause of Defendants' failures to fulfill their obligations as set forth in the RCW 59.18.060 within the time periods set forth in RCW 59.18.070, the Norwoods have suffered financial injury from moving expenses that exceed the statutory cap on relocation assistance.

7.8 Defendants were therefore negligent *per se* and are jointly and severally liable to the Norwoods for actual damages, for costs of bringing this suit and attorney's fees, in addition to other such relief the Court may deem proper. RCW 59.18.290; RCW 4.84.030.

**FIFTH CAUSE OF ACTION: CONSTRUCTIVE EVICTION FOR VIOLATION
OF THE COVENANT OF QUIET ENJOYMENT**

8.1 The Norwoods incorporate by reference the allegations set forth in each of the paragraphs of this pleading as though fully stated herein.

8.2 Constructive eviction occurs when a landlord like the Defendants "intentionally or injuriously interferes with a tenancy, either by depriving the tenant of beneficial enjoyment of the leased property or materially impairing the tenant's enjoyment." Old City Hall LLC v. Pierce County AIDS Found., 181 Wn. App. 1, 8, 329 P.3d 83 (2014).

8.3 Plaintiffs who present facts sufficient to demonstrate the property like the one at issue was untenantable can successfully show they were constrictively evicted. 5 Thompson on Real Property, Second Thomas Edition § 41.03(c)(3), at 153-54 (David A. Thomas & N. Gregory Smith eds., 2007). "Premises are 'untenantable' if it is impossible or infeasible for the tenant to use them." 17 William B. Stoebuck & John W. Weaver, Washington Practice: Real Estate: Property Law § 6.32, at 352 (2d ed. 2004).¹

¹ Leased premises are deemed "untenantable" for the purposes of constructive eviction under the quiet enjoyment covenant when "the premises are unfit for the purpose for which they are leased." 5 THOMPSON ON REAL PROPERTY § 40.22(c)(3)(i), at 144 (David A. Thomas ed., 1994). If the premises are "uninhabitable," they are certainly "untenantable." Tucker v. Hayford, 118 Wn. App. 246, 255, 75 P.3d 980 (2003).

CIVIL COMPLAINT FOR DAMAGES

Kristy M. Norwood, and Timothy P. Norwood,
a married couple, vs. HPA BORROWER 2018-LLC,
(d/b/a "Home Partners of America"); and OPVHHJV LL
(d/b/a "Pathlight Property Management of America")

- 13

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1 8.4 Under RCW 59.18.085, displaced tenants shall:

2 "... be entitled to recover any relocation assistance, prepaid deposits, and prepaid
3 rent required by (b) of this subsection. In addition, displaced tenants shall be
4 entitled to recover any actual damages sustained by them as a result of the
5 condemnation, eviction, or displacement *that exceed the amount of relocation
assistance that is payable*. In any action brought by displaced tenants to recover
any payments or damages required or authorized by this subsection (3)(e) or (c)
of this subsection that are not paid by the landlord or advanced by the city, town,
county, or municipal corporation, the displaced tenants shall also be entitled to
recover their costs of suit or arbitration and reasonable attorneys' fees.

6 RCW 59.18.085.

7 8.5 Washington State's legislature has granted authority to the governing body of
8 each county to amend the state building code as it applies within the jurisdiction of the county or
9 city. RCW 19.27.040.

10 8.6 Pierce County's Sewer Standards are promulgated by the Pierce County Public
11 Works & Utilities Department's Sewer Utility Division and found within Chapter 13 of the
12 Pierce County Code ("PCC"), which states landlords like Defendant HPA and Defendant
13 Pathlight "*shall* be responsible for meeting and maintaining minimum standards for buildings"
like the premises at issue." PCC 13.06.030.

14 8.7 In Pierce County, it is unlawful for any person like Defendant HPA or Defendant
15 Pathlight to "permit any human excrement ...[to] be discharged into or be placed where they
16 might find their way into ... any part of the public sewer system." PCC 13.04.035.

17 8.8 The substandard and dangerous conditions sewer pipeline and human waste
18 related conditions described throughout this Complaint were known by the Defendants because
19 the Norwoods provided the Defendants with notice on multiple occasions spanning a ten ("10")
20 month period.

21 8.9 The Defendants consistently failed to practice reasonable care in carrying out
22 duties imposed upon them by RCW 59.18.060 within the time frames imposed by RCW

~ ~ CIVIL COMPLAINT FOR DAMAGES

Kristy M. Norwood, and Timothy P. Norwood,
a married couple, vs. HPA BORROWER 2018-LLC,
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- 14

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59.18.070. The defects conditions within premises at issue made it impossible or infeasible for the Norwoods to consistently utilize essential portions of their home, including all three of their bathrooms. Throughout the duration of their tenancy, the Norwoods were exposed to human feces and unable to address the most basic of hygiene and self-care related needs. Defendants' failures to fulfill their statutorily imposed duties imposed under RCW 59.18.060 within the time periods set forth under RCW 59.18.070 made the premises untenable, which deprived the Norwoods of beneficial enjoyment of the leased property or materially impaired the Norwood's enjoyment of the property issue.

8.10 Defendants therefore breached the covenant of quiet enjoyment and caused the Norwoods to be constructively evicted and suffer financial injury in an amount that exceeds the statutory limit of \$2,000.00. RCW 59.18.085(3)(a),(b), and (c).

8.11 Defendant HPA and Defendant Pathlight are therefore jointly and severally liable to the Norwoods for the greater of three months' rent or treble the actual damages sustained as a result of the Defendants' violations as described herein, in addition to costs of bringing this suit and attorney's fees. RCW 59.18.085(2).²

X. PRAYER FOR RELIEF

WHEREFORE, the Norwoods pray for an award of the following relief from the Defendants HPA BORROWER 2018-LLC, (d/b/a "Home Partners of America") and OPVHHJV LL (d/b/a "Pathlight Property Management of America") in the form of:

² The legislative intent of RCW 59.18.085 was "to provide enforcement mechanisms to cities, towns, counties, or municipal corporations including the ability to advance relocation funds to tenants who are displaced as a result of a landlord's failure to remedy building code or health code violations and later to collect the full amounts of these relocation funds, along with interest and penalties, from landlords." LAWS OF 2005, ch. 364, § 1 (emphasis added).

CIVIL COMPLAINT FOR DAMAGES

Kristy M. Norwood, and Timothy P. Norwood,
a married couple, vs. HPA BORROWER 2018-LLC,
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- 15

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1. Judgment against the Defendants, jointly and severally, in an amount to be determined, for each of the causes of action pled above;
2. Pre-judgment and post-judgment interest on all damages as provided by law;
3. Actual damages, pursuant to RCW 4.84.330; 59.18.290(1); 59.18.085(2); RCW 59.18.085(3)(c); and RCW 59.18.085(3)(e);
4. Excess rent paid for diminution in rental value of the premises at issue from the time notice of such defects was first disclosed, pursuant to RCW 59.18.100(b);
5. Reimbursement for relocation fees, including three months' rent or treble the actual damages sustained by the Norwoods, pursuant to RCW 59.18.085(2), RCW 59.18.085(3)(c), and RCW 59.18.085(3)(e);
6. Extraordinary damages, pursuant to RCW 59.18.115(1);
7. An award of the Norwood's attorney's fees and costs incurred in bringing this action, as permitted by court rules, contract, statute, equitable doctrine, or case law; and
8. Such other relief as may be just and equitable.

DATED this October 25th, 2021.

/s/ Morgan L. Lake
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CIVIL COMPLAINT FOR DAMAGES

Kristy M. Norwood, and Timothy P. Norwood,
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October 26 2021 12:08 PM

KEVIN STOCK
COUNTY CLERK
NO: 21-2-08024-5

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF PIERCE

KRISTY M. NORWOOD, and
TIMOTHY P. NORWOOD, a
married couple,

Plaintiffs,

vs.

HPA BORROWER 2018-LLC,
(d/b/a "Home Partners of America"),
a foreign limited liability company
licensed to do business in the State
of Washington; and OPVHHJV LL
(d/b/a "Pathlight Property
Management of America") a foreign
limited liability company licensed to
do business in Washington State,

Defendants.

CASE NO. _____

EXHIBITS A-0 TO PLAINTIFFS' CIVIL
COMPLAINT FOR DAMAGES

Please find attached herewith Plaintiffs Exhibits A-O which belong to Plaintiffs' Initial Civil
Complaint for Damages

Respectfully submitted this October 25th, 2021.

By: 

/s/ Morgan L. Lake

Morgan L. Lake, WSBA #52789
Attorney for the Plaintiffs

COVERPAGE FOR EXHIBITS A-0 TO PLAINTIFFS'
INITIAL CIVIL COMPLAINT FOR DAMAGES

Norwood vs. HPA BORROWER 2018-LLC,
(d/b/a "Home Partners of America"); and OPVHHJV LL
(d/b/a "Pathlight Property Management of America")

- 1

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EXHIBITS A – O

PLAINTIFF'S EXHIBITS A-0

PLAINTIFF'S CIVIL COMPLAINT FOR DAMAGES

- 1

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WO#B4757672 The tree in the front yard needs to be trimmed. If a branch breaks it is going to take out powerlines and or hurt someone. This should have been done long before I moved in. With winter around the corner, it needs to be dealt with. I will not be held responsible for any damage caused by this tree.

Created: 8-24-19

Completed: Still open

Notes: Pathlight told me, per my lease agreement that it is now my problem to deal with.

WO#B5096729 Ceiling damaged due to roof leaking.

Created: 11-21-19

Completed: 11-29-19

Notes: No resolution currently.

WO#B5348909 The ceiling in the room off the kitchen is getting moldy because the roof is leaking. It needs to be fixed ASAP!

Created: 2-1-20

Completed: Ceiling is still moldy and discolored. No resolution.

WO#B5367317 There is an active leak in the house.

Created: 2-6-20

Completed: Still open

Notes: There is an active leak in the home since October. The roofer's state they need dry weather to complete the job. We need it tarped to protect the home.

WO#B5367477 The oven doesn't heat up and the door doesn't close. I must tie it closed with a rope.

Created: 2-6-19

Completed: Still open.

Notes: The oven doesn't heat up and the door doesn't close. I must tie it closed with a rope. The oven takes 30 minutes to heat up.

WO#B5374879 I would like to have a peep hole put into the front door for security. I can't have my wife just open the front door without being able to see who is out there.

Created: 2-8-20

Completed: 2-9-20

Notes: I was told that they wouldn't do it.

WO#B5420265 There are 3 places in the same room that is leaking water.

Created: 2-20-20

Completed: 2-27-20

Notes: The roof was only tarped, not fixed.

WO#B5420289 Ceiling in the room off the kitchen is still in need of repair.

Created: 2-20-20

Completed: Nothing was done

Notes: Possible recall of WO#B5096729 created to address the ceiling damage caused by the roof leak.

WO#B5447664 The oven doesn't heat up and the door doesn't close. I must tie it closed with a rope.

Created: 2-28-20

Completed: Oven was ordered.

Notes: The oven doesn't heat up and the door doesn't close. I must tie it closed with a rope.

WO#B5475896 The oven doesn't heat up and the door doesn't close. I must tie it closed with a rope.

Created 3-6-20

Completed: 3-18-20

Notes: Oven was replaced.

WO#B5526746 The roof is still leaking.

Created: 3-20-20

Completed: Still open.

Notes: Clients requests JBS Eagles Inc. quote in WO#B5449131 be pushed back through for approval review on roof repair. I MADE NO SUCH REQUEST. I JUST KEPT TELLING THEM THEROOF WAS LEAKING.

WO#B5544793 The bathroom fan is making a squealing noise.

Created: 3-26-20

Completed: 4-28-20

Notes: Fan was replaced.

WO#B5597677 Roofer on site.

Created: 4-13-20

Completed: 4-16-20

Notes: The roofer onsite found that the roof needed an additional 7 sheets of plywood and 12x20 section of torch down.

✓ WO#B5597886 Roof leak.

Created: 4-13-20

Completed: 4-16-20

Notes: Per vender in WO#B5420265, an entire roof replacement is needed due to damage/leak issues. Full roof replacement needed.

✓ WO#B5880366 Ceiling damage and insulation.

Created: 6-25-20

Completed: Still open. No resolution.

Notes: Techs state, the roof has been replaced. There is no active leaking, however the ceiling was damaged by the leak. It looks like we have a mold problem now. Wet insulation wasn't removed, nor was the wet drywall replace.

WO#B6254769 This is a massive tree. The branches are at least a foot in diameter. One is hanging out over the driveway and power lines to the house. The other is over the front of the house. If these branches were to break someone could be seriously hurt. This tree is way out of my league.

Created: 9-25-20

Completed: Still an issue. No resolution.

Notes. Pathlight closed this matter without giving me an answer. I assume as before; they consider this my problem.

WO#B6254771 Tree needs trimming.

Created: 9-25-20

Completed: Still an issue. No resolution.

Notes: Notes. Pathlight closed this matter without giving me an answer. I assume as before; they consider this my problem.

✓ WO#B6266269 We are still having issues with all the bathroom. Showers, tubs, washer, and toilets are still backing up. Please help!!!! Everything is backed up.

Created: 9-28-20

Completed: 10-1-20

Notes: My PHD Plumbing came out and unplugged the line. As before he told me it would continue to happen due to a dip in the line under the house.

✓ WO#B6312681 We are still having issues with all the bathroom. Showers, tubs, washer, and toilets are still backing up.

Created: 10-9-20

Completed: Cancelled on 10-15-20

Notes: Per technician in WO#B6266269, "there is a huge root ball blocking 90 % of this sewer line under the tree. This should be addressed, or a clogging issue will continue to happen.

✓ WO#B6334521 We are still having issues with all the bathroom. Showers, tubs, washer, and toilets are still backing up.

Created: 10-15-20

WO#B6357417 Ceiling damage and insulation.

Created: 10-22-20

Completed: 10-27-20

Notes: Still open. No resolution.

WO#B6358023 We are still having issues with all the bathroom. Showers, tubs, washer, and toilets are still backing up.

Created: 10-22-20

Completed: Still open. Pending more information.

WO#B6374772 These openings lead to under the house and need to be sealed up.

Created: 10-27-20

Completed: Still an issue.

Notes: No one ever came out to see.

WO#B6389123 We are still having issues with all the bathroom. Showers, tubs, washer, and toilets are still backing up. This has been an issue for the past 2 months.

Created: 10-30-20

Completed: Still open. Pending more information.

Notes: Pending more information.

WO#B6389386 Rats under the house.

Created: 10-30-20

Complete: Still open.

Notes: I was called on 10-30-20 at 6 p.m. by Pathlight maintenance. They asked me if I saw rats under the house. I told them everyone has rats. They said they needed to set traps under the house. I feel like this is another stall tactic.

Completed: 10-22-20

Notes: Harts Services came out to look under the house. That's when we found out the real problem. All the pipes under the house were rotted out and leaking. They had been for some time. The main sewer line is broken and leaking raw sewage under the house. Estimate \$30K to fix it. Meanwhile we are still living with raw sewage.

Notes: Resident states their toilets are backing up and they have had continual problems with their plumbing and sewer line. WO#B4121442, #B4453114, #B6189714, #B6216985, #B6266269, #B6274874, #B6312681. Resident states they must wait for 1 hour to reset the toilets and they are unable to use the showers. Resident states if they use the bathroom sink, they cannot use the toilets because the water fills up the pipe. Per technician, in #B6266269, "there is a huge root ball blocking 90 % of this sewer line under the tree. This should be addressed, or a clogging issue will continue to happen.

On 10-16-20 I paid Roto Rooter to come out and unplug the line so we could at least use the bathrooms for a bit. The line will continue to plug up until it is fixed properly.

WO#B6357417 Ceiling damage and insulation.

Created: 10-22-20

Completed: 10-27-20

Notes: **No resolution.** Ceiling is still the same.

Notes: Resident is reporting discoloration in ceiling. Please send remediation company to take care of the issue. Then once remediation is complete, we need to do an air test to confirm AQ.

WO#B6358023 We are still having issues with all the bathroom. Showers, tubs, washer, and toilets are still backing up.

Second opinion, there are 2 reported issues. (1) Please video inspect the main sewer and make recommendations, the video must be submitted with the proposal. (2) Please inspect for leaking sewer line in the crawlspace.

Created: 10-22-20

Completed: **Still open. Pending more information.**

WO#B6374772 These openings lead to under the house and need to be sealed up.

Created: 10-27-20

Completed: **Still an issue.**

Notes: No one ever came out to see the problem. I was sent an email telling me, it is my responsibility. The house was rented as is.

WO#B5992983 Ceiling damage and insulation.

Created: 7-22-20

Completed: Still open. No resolution.

Notes: Notes: Techs state, the roof has been replaced. There is no active leaking, however the ceiling was damaged by the leak. It looks like we have a mold problem now. Wet insulation wasn't removed, nor was the wet drywall replace.

WO#B6043598 The pod soap dispenser spring is broken.

Created: 8-3-20

Completed: 8-24-20

Notes: New dispenser was installed. Issue resolved.

WO#B6189714 All sinks, tubs, showers and toilets are backed up.

Created: 9-8-20

Completed: 9-14-20

Notes: My PHD Plumbing came out and unplugged the line. He also told me it would continue to happen due to a dip in the line under the house.

WO#B6216985 All sinks, tubs, showers and toilets are backed up.

Created: 9-15-20

Completed: 9-18-20

Notes: My PHD Plumbing came out and unplugged the line. As before he told me it would continue to happen due to a dip in the line under the house.

WO#B6251643 The ceiling in the room off the garage is coming down, due to a leak. This was caused by ivy and a tree that has been stuck to the house for a very long time.

Created: 9-24-20

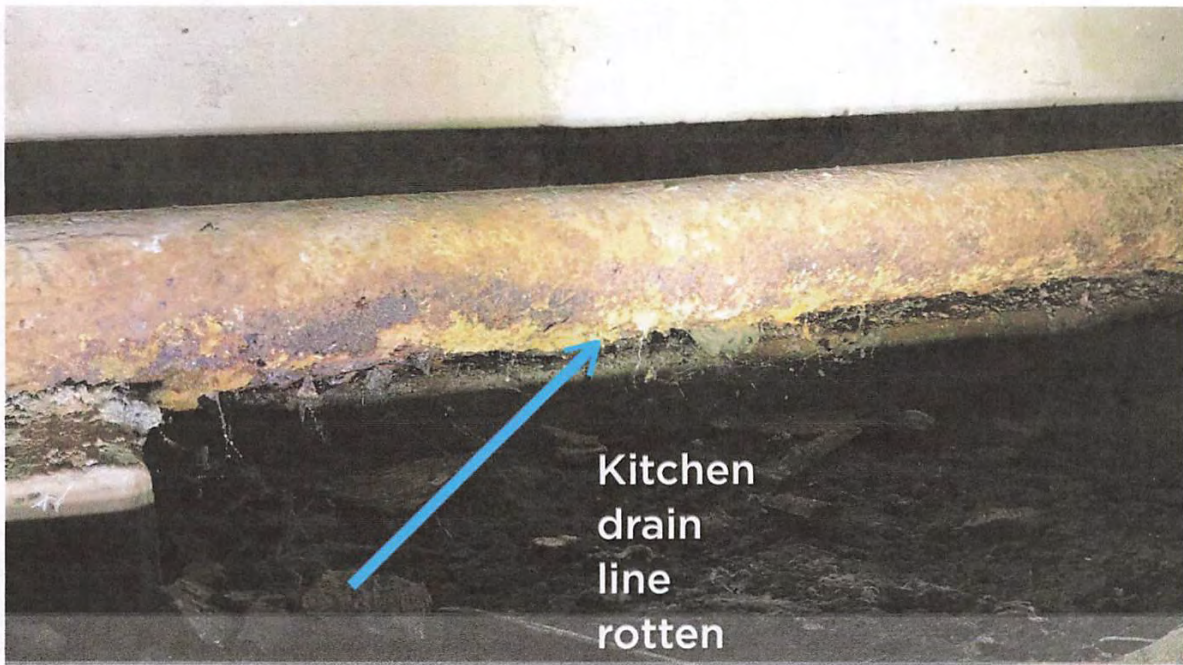
Completed: 10-12-20

Notes: The roof was replaced, however the ceiling in the room hasn't been fixed.

Exhibit J 3.13

11/13/2020

Mail - Morgan Lake - Outlook



11/13/2020

Mail - Morgan Lake - Outlook



11/13/2020

Mail - Morgan Lake - Outlook



11/13/2020

Mail - Morgan Lake - Outlook



<https://outlook.office.com/mail/search/id/AAQkAGU1Y2M4YTJhLTy4N2UINGZkOC04MGJLTvIOWU5OTZmYzlxNwAQADIRRT8SKdKhj6htztSb3c%3D> 2/7

EXHIBIT "A" TO NOTICE OF REMOVAL, Page 34 of 120

11/13/2020

Mail - Morgan Lake - Outlook



11/13/2020

Mail - Morgan Lake - Outlook





2021

Mail - Morgan Lake - Outlook



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EXHIBIT "A" TO NOTICE OF REMOVAL, Page 38 of 120

2021

Mail - Morgan Lake - Outlook



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EXHIBIT "A" TO NOTICE OF REMOVAL, Page 39 of 120

E-FILED
IN COUNTY CLERK'S OFFICE
PIERCE COUNTY, WASHINGTON

October 27 2021 12:37 PM

KEVIN STOCK
COUNTY CLERK
NO: 21-2-08024-5

**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF PIERCE**

KRISTY M. NORWOOD, and
TIMOTHY P. NORWOOD, a
married couple,

Plaintiffs,

vs.

HPA BORROWER 2018-LLC,
(d/b/a "Home Partners of America"),
a foreign limited liability company
licensed to do business in
Washington State; and OPVHHJV
LL (d/b/a "Pathlight Property
Management") a foreign limited
liability company licensed to do
business in Washington State,

Defendants.

CASE NO. 21-2-0802405

**PLAINTIFFS' FIRST AMENDED CIVIL
SUMMONS (20 Days)**

**TO: CLERK OF THE ABOVE-LISTED COURT;
AND TO: DEFENDANT, HPA BORROWER 2018-LLC;
AND TO: DEFENDANT, OPVHHJV LL**

TO THE DEFENDANTS: A lawsuit has been started against you in the above entitled court by Plaintiffs, KRISTY M. NORWOOD, and TIMOTHY P. NORWOOD, by and through their attorney, Morgan L. Lake of Lake Law, PLLC. Plaintiffs' claims are stated in the written complaint, a copy of which is served upon you with this summons.

**PLAINTIFFS' FIRST AMENDED
CIVIL SUMMONS (20 Days)**

Kristy M. Norwood, and Timothy P. Norwood, a
married couple, vs. HPA BORROWER 2018-LLC
(d/b/a "Home Partners of America"); and OPVHHJV LL
(d/b/a "Pathlight Property Management")

LAKE LAW, PLLC
Morgan L. Lake | WSBA 52789
3703 S. Edmunds St. #115
SEATTLE, WA. 98118
PH: (360) 499-2144
morgan@morganlakelaw.com

1 In order to defend against this lawsuit, you must respond to the complaint by stating your defense
 2 in writing, and by serving a copy upon the person signing this summons within 20 days after the service
 3 of this summons, excluding the day of service, or a default judgment may be entered against you without
 4 notice. A default judgment is one where plaintiff is entitled to what he asks for because you have not
 5 responded. If you serve a notice of appearance on the undersigned person, you are entitled to notice
 6 before a default judgment may be entered.

7 You may demand that the plaintiff file this lawsuit with the court. If you do so, the demand must
 8 be in writing and must be served upon the person signing this summons. Within 14 days after you serve
 9 the demand, the plaintiff must file this lawsuit with the court, or the service on you of this summons and
 10 complaint will be void.

11 If you wish to seek the advice of an attorney in this matter, you should do so promptly so that
 12 your written response, if any, may be served on time. This summons is issued pursuant to rule 4 of the
 13 Superior Court Civil Rules of the State of Washington.

14 DATED this October 27th, 2021.

15 By: 

16 /s/ Morgan L. Lake

17 Morgan L. Lake, WSBA #52789

18 Attorney for the Plaintiffs

19 **NOTICE:** State and federal law provide protections to defendants who are on active duty in the military
 20 service, and to their dependents. Dependents of a service member or the service member's spouse, the service
 21 member's minor child, or an individual for whom the service member provided more than on-half of the individual's
 22 support for one hundred eighty days immediately preceding an application for relief.

23 One protection provided is the protection against the entry of a default judgment in certain circumstances.
 24 **This notice only pertains to a defendant who is a dependent of a member of the national guard or a military
 25 reserve component under a call to active service for a period of time of more than thirty consecutive days.**
 Other defendants in military service also have protections against default judgments not covered by this notice. If
 you are the dependent of a member of the national guard or a military reserve component under a call to active
 service for a period of more than thirty consecutive days, you should notify the plaintiff or the plaintiff's attorneys in
 writing of your status as such within twenty days of the receipt of this notice. If you fail to do so, then a court or an
 administrative tribunal may presume that you are not a dependent of an active duty member of the national guard or
 reserves, and proceed with the entry of an order of default and/or a default judgment without further proof of your
 status. Your response to the plaintiff or plaintiff's attorney(s) about your status does not constitute an appearance
 for jurisdictional purposes in any pending litigation nor a waiver of your rights.

**PLAINTIFFS' FIRST AMENDED
 CIVIL SUMMONS (20 Days)**

Kristy M. Norwood, and Timothy P. Norwood, a
 married couple, vs. HPA BORROWER 2018-LLC
 (d/b/a "Home Partners of America"); and OPVHHJV LL
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morgan@morganlakelaw.com

E-FILED
IN COUNTY CLERK'S OFFICE
PIERCE COUNTY, WASHINGTON

October 27 2021 2:32 PM

KEVIN STOCK
COUNTY CLERK
NO: 21-2-08024-5

**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF PIERCE**

KRISTY M. NORWOOD, and
TIMOTHY P. NORWOOD, a
married couple,

Plaintiffs,

vs.

HPA BORROWER 2018-LLC,
(d/b/a "Home Partners of America"),
a foreign limited liability company
licensed to do business in the State
of Washington; and OPVHHJV LL
(d/b/a "Pathlight Property
Management") a foreign limited
liability company licensed to do
business in Washington State,

Defendants.

CASE NO. 21-2-08024-5

**PLAINTIFFS' FIRST AMENDED CIVIL
COMPLAINT FOR DAMAGES**

COMES NOW Plaintiffs, KRISTY M. NORWOOD and TIM P. NORWOOD, by and
through their attorney, Morgan L. Lake of Lake Law, PLLC, and bring this action against HPA
BORROWER 2018-LLC, (d/b/a "Home Partners of America"), and OPVHHJV LL (d/b/a
"Pathlight Property Management") ("the Defendants") (collectively, "the Parties") alleging as
follows:

PLAINTIFF'S FIRST AMENDED CIVIL
COMPLAINT FOR DAMAGES

Kristy M. Norwood, and Timothy P. Norwood,
a married couple, vs. HPA BORROWER 2018-LLC,
(d/b/a "Home Partners of America"); and OPVHHJV LL
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I. PARTIES

Plaintiffs, Kristy M. Norwood, and Tim P. Norwood:

1.1 Plaintiffs, Kristy M. Norwood, and Timothy N. Norwood (hereinafter “the Plaintiffs” or “the Norwoods”) are natural persons and residents of Washington State.

1.2 The Norwoods are individually and collectively a “person” as defined by RCW 59.18.030(21), and “tenant[s]” as defined by RCW 59.18.030(34).

Defendant, HPA BORROWER 2018-LLC:

1.3 Defendant, HPA BORROWER 2018-LLC (d/b/a “Home Partners of America”) (hereinafter “Defendant HPA”) is a foreign limited liability company headquartered at 120 S RIVERSIDE PLZ, SUITE 2000, CHICAGO, IL, 60606-3913, duly licensed to do business as a residential real estate company that buys, sells and leases properties in Washington State under UBI: 603-331-490.

1.4 Defendant HPA is therefore a “landlord” as defined by RCW 59.18.030(16), a “person” as defined by RCW 59.18.030(21), and a “property owner” as defined by the Pierce County Code (“PCC”). PCC 13.04.010.

Defendant, OPVHHJV LL (d/b/a “Pathlight Property Management”):

1.5 Defendant OPVHHJV LL (d/b/a “Pathlight Property Management”) (hereinafter “Defendant Pathlight”) is a Foreign Limited Liability Company incorporated at 6500 International Pkwy STE 1100, Plano, TX 75093-8363, duly licensed to do business in the area of real estate in Washington State under UBI: 603-436-181.

1.6 Defendant Pathlight is therefore a “landlord” as defined by RCW 59.18.030(16), a “person” as defined by RCW 59.18.030(21), and a “property owner” as defined by PCC 13.04.010.

PLAINTIFF’S FIRST AMENDED CIVIL
COMPLAINT FOR DAMAGES

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II. JURISDICTION AND VENUE

2.1 Personal jurisdiction is proper in Pierce County, Washington because the Plaintiffs resided in Pierce County, Washington at all relevant times the events described throughout this Complaint occurred; Defendants conduct business within Pierce County, Washington; the Property Lease Agreement between the Parties was executed in Pierce County, Washington; and each of the breaches and other wrongful acts alleged herein took place in Pierce County, Washington. RCW 2.08.010.

2.2 Venue is proper in Pierce County Superior Court for this action pursuant to RCW 4.12.010 as all of the events alleged herein occurred in Pierce County, Washington. RCW 4.12.010.

III. RELEVANT FACTS

3.1 On February 20th, 2019, the Norwoods entered into a one-year lease agreement with Defendant HPA for a residence located at 711 Le-Lou-WA PI NE, Tacoma, WA. 98422, with the Norwood's rent payments set at \$2,395.00 per month.

3.2 On November 21, 2019, the Norwoods notified Defendants that their property's ceiling was leaking. *Exhibit A*.

3.3 On February 1st, 2020, the Norwoods notified the Defendants that "the ceiling in the room adjacent to the kitchen was getting moldy [due] to the roof leaking [and] needed to be fixed ASAP!" *Exhibit B*.

3.4 On February 6th, 2020, the Norwoods notified the Defendants that there "[was] and active leak in the house." *Exhibit C*.

3.5 On February 20, 2020, the Norwoods notified the Defendants that the "ceiling in the room [adjacent] to the kitchen [was] still in need of repair." *Exhibit D*.

PLAINTIFF'S FIRST AMENDED CIVIL
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1 3.6 On June 25th, 2020, the Norwoods notified the Defendants, that damage to their
2 ceiling and insulation required repair. *Exhibit E*.

3 3.7 On July 22nd, 2020, the Norwoods again notified the Defendants, that damage to
4 the ceiling and insulation required repair. *Exhibit F*.

5 3.8 On or about September 1st, 2020, Kristy Norwood began to suffer from open sores
6 on her scalp, extreme anxiety, and impaired breathing as a result of being exposed to the
7 substandard and dangerous living conditions described herein.

8 3.9 On September 28th, 2020, the Norwoods notified the Defendants that “all sinks,
9 tubs, showers and toilets were backed up.” *Exhibit G*.

10 3.10 On September 15th, 2020, the Norwoods again notified the Defendants that “all
11 sinks, tubs, showers and toilets were backed up.” *Exhibit H*.

12 3.11 On October 15th, 2020, the Norwoods notified the Defendants for a third time that
13 “all sinks, tubs, showers and toilets were backed up.” *Exhibit I*.

14 3.12 On October 21st, 2020, Defendant Pathlight contacted Harts Services (“Harts”), a
15 local residential plumbing and sewer pipe expert, and directed Harts to inspect the plumbing for
16 the property at issue. Harts determined all waste lines from the property’s side sewer needed
17 immediate replacement. During the inspection of the pipeline, Harts discovered the main sewer
18 pipe for the property at issue had been completely broken in two, which allowed for open sewage
19 to escape the pipeline and run directly underneath the Norwoods’ home. Harts also identified
20 numerous rotted and cracked pipes throughout the underside of the home that required
21 immediate repair due to sewage leaking. The estimate to complete the necessary work was
22 \$30,559.73. Neither Defendant HPA, nor Defendant Pathlight took any action thereafter to
~ address the health and safety concerns related to broken pipeline or open sewage running
underneath the subject premises. *Exhibit J*

PLAINTIFF’S FIRST AMENDED CIVIL
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1 3.13 On October 22nd, 2020, the Norwoods notified the Defendants for a fourth time
2 that damage to the ceiling and insulation required repair.” *Exhibit K*.

3 3.14 On October 22nd, 2020, the Norwoods notified the Defendants for a fourth time
4 that “[they] were still having issues with all bathroom[s], and that “[s]howers, tubs, washer, and
5 the toilets [were] still backing up.” *Exhibit L*.

6 3.15 On October 30, 2020, the Norwoods notified the Defendants for a fifth time that
7 [they] were still having issues with all bathroom[s], showers, tubs, and [also] that the toilets in
8 the residence at issue were still backing up.” *Exhibit M*.

9 3.16 On October 30th, 2020, the Norwoods notified the Defendants that there were
10 “rats under the house.” *Exhibit N*.

11 3.17 On November 17th, 2020, the Norwoods paid for a certified mold inspector to
12 assess their home due to Defendant HPA’s and Defendant Pathlight’s failure to address notices
13 related to leaks throughout the premises and growing concerns over Kristy Norwood’s
14 respiratory issues. The inspection produced “Mold Scores” of “HIGH” in the Kitchen/Dining
15 Area, the NE Crawlspace, and the Garage Bedroom.

16 3.18 On or about December 1, 2020, and as a direct result of Defendant HPA’s failure
17 to remedy the substandard living conditions and subsequent health concerns, the Norwoods were
18 forced to vacate the premises at issue and search for a new residence at the height of the global
19 SARS-CoV-2 pandemic (aka “COVID-19”).

20 3.19 On or about December 1st, 2020, and at the height of the global COVID-19
21 pandemic, the Norwoods paid a household moving services company \$2,600.00 to pack and
22 store their belongings and an additional \$350.00 for a U-Haul truck and other supplies. *Exhibit O*.

~ ~ PLAINTIFF’S FIRST AMENDED CIVIL
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1 **IV. CAUSES OF ACTION**

2 **A. BREACH OF IMPLIED WARRANTY OF HABITABILITY (RCW 59.18.060)**

3 4.1 The Norwoods incorporate by reference the allegations set forth in each of the
4 preceding paragraphs of this pleading as though fully stated herein.

5 4.2 Washington State's Legislature "enacted the Residential Landlord-Tenant Act,
6 (hereinafter "the RLTA") Chapter 59.18 RCW, to govern the rights, responsibilities, and
7 remedies of residential landlords and tenants." Faciszewski v. Brown, 187 Wn.2d 308, 314, 386
8 P.3d 711 (2016).

9 4.3 Washington State's Courts have made clear the RLTA "is a remedial statute that
10 must be "construed liberally in order to accomplish the purpose for which it is enacted." State v.
11 Douty, 92 Wn.2d 930, 936, 603 P.2d 373 (1979); cf. Randy Reynolds & Assocs. v. Harmon, 193
12 Wn.2d 143, 156, 437 P.3d 677 (2019) (Chapter 59.18 RCW is a "statute[] in derogation of the
common law and thus [is] strictly construed in favor of the tenant.").

13 4.4 Under the RLTA, "all contracts for the renting of premises, oral or written, [have]
14 an implied warranty of habitability." Foisy v. Wyman, 83 Wash.2d at 28, 515 P.2d 160. (1973).

15 4.5 This implied warranty of habitability requires landlords like Defendant HPA and
16 Defendant Pathlight to "keep the premises fit for human habitation" and to "maintain certain
specified items and areas." RCW 59.18.060.

17 4.6 To be fit for human habitation, landlords like Defendant HPA and Defendant
18 Pathlight "must maintain the structural components [of the rental property] including, but not
19 limited to, the roofs, floors, walls, foundations, and all other structural components, in
20 reasonably good repair so as to be usable." RCW 59.18.060(2).

21 4.7 Landlords like Defendant HPA and Defendant Pathlight violate the implied
22 warranty of habitability when they fail to keep a property fit for human habitation by failing to

~ ~ PLAINTIFF'S FIRST AMENDED CIVIL
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1 maintain “a reasonable program for the control of infestation by insects, rodents, and other pests
2 at the initiation of the tenancy.” RCW 59.18.060(4).

3 4.8 Landlords like Defendant HPA and Defendant Pathlight also violate the implied
4 warranty of habitability when they fail to make repairs and arrangements necessary to put and
5 keep premises [like the Norwood’s] in as good condition as [premises] by law or rental
6 agreement *should have been*, at the commencement of the tenancy. RCW 59.18.060(5).

7 4.9 Landlords like Defendant HPA and Defendant Pathlight further violate the
8 implied warranty of habitability when they fail to maintain all plumbing in a reasonably good
9 working order. RCW 59.18.060(8).

10 4.10 Here, Defendant HPA and Defendant Pathlight violated the RLTA by failing to
11 maintain the Norwood’s roofs, floors, walls, foundations, and all other structural components, in
12 reasonably good repair so as to be usable. RCW 59.18.060(2).

13 4.11 Defendant HPA and Defendant Pathlight violated the RLTA by not having a
14 reasonable program for the control of infestation by insects, rodents, and other pests at the
15 initiation of the tenancy. RCW 59.18.060(4).

16 4.12 Defendant HPA and Defendant Pathlight further violated the RLTA by failing to
17 make repairs and arrangements necessary to put and keep the premises at issue in as good
18 condition as it by law or rental agreement *should have been*, at the commencement of the
19 Norwood’s tenancy. RCW 59.18.060(5).

20 4.13 Defendant HPA and Defendant Pathlight also violated the RLTA by failing to
21 maintain all plumbing within the premises at issue in reasonably good working order. RCW
22 59.18.060(8).

PLAINTIFF’S FIRST AMENDED CIVIL
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1 4.14 As a direct or proximate cause of Defendant HPA's and Defendant Pathlight's
2 breach of the implied warranty habitability, the Norwoods suffered pecuniary injury totaling
3 \$2,950.00 for moving expenses, in addition to

4 4.15 Defendant HPA and Defendant Pathlight are therefore jointly and severally liable
5 to the Norwoods for actual damages, which include but are not limited to costs associated with
6 bringing this suit and reasonable attorneys' fees, in addition to such other relief as may be just
7 and equitable. RCW 59.18 *et seq.*

8 **SECOND CAUSE OF ACTION: BREACH OF CONTRACT FOR LANDLORD'S
9 FAILURE TO CARRY OUT DUTIES (RCW 59.18.070)**

10 5.1 The Norwoods incorporate by reference the allegations set forth in each of the
11 preceding paragraphs of this pleading as though fully stated herein.

12 5.2 If at any time during a tenancy like the one applicable to this suit, a landlord like
13 Defendant HPA or Defendant Pathlight receives notice from tenants like the Norwoods, the
14 landlord:

15 ...shall commence remedial action after receipt of such notice by the tenant as
16 soon as possible but not later than the following time periods, except where
17 circumstances are beyond the landlord's control:

- 18 (1) Not more than twenty-four hours, where the defective condition
- 19 deprives the tenant of hot or cold water, heat, or electricity, or is
- 20 imminently hazardous to life;
- 21 (2) Not more than seventy-two hours, where the defective condition
- 22 deprives the tenant of the use of a refrigerator, range and oven, or a
- major plumbing fixture supplied by the landlord; and
- (3) Not more than ten days in all others.

RCW 59.18.070.

18 5.3 When landlords like Defendant HPA and Defendant Pathlight fail to commence
19 remedial action of defective conditions like those described herein during the applicable periods
20 of time set forth in RCW 59.18.070:

21 the tenant may contract with a licensed or registered person, or with a responsible
22 person capable of performing the repair ... Upon the completion of the repair and

PLAINTIFF'S FIRST AMENDED CIVIL
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an opportunity for inspection by the landlord or his or her designated agent, the tenant may deduct the cost of repair from the rent in an amount not to exceed the sum expressed in dollars representing two month's rental of the tenant's unit per repair.

RCW 59.18.070(2).

5.4 The Norwoods provided Defendant HPA and Defendant Pathlight several months of written notices that described the defective conditions found within the premises at issue, and the notices were received by the Defendants.

5.5 Following receipt of notices that described the defective conditions within the subject premises, Defendants failed to take remedial action and fulfill their obligations under RCW 59.18.060 within the time periods imposed by RCW 59.18.070, which substantially endangered or impaired the health or safety of a the Norwoods at the height of the COVID-19 pandemic. Indeed, the Norwoods were forced to live in a home exposed to risk of illness or injury from leaking roofs, mold protruding throughout the majority of their living room ceiling, in addition to human waste that was draining and accumulating directly underneath the Norwoods' living room floor that led to a rat infestation. 59.18.060; RCW 59.18.070.

5.6 As a direct or proximate cause of Defendants' failures to carry out their statutorily imposed duties in a reasonable period, the Norwoods were forced to pay for a mold inspection from a certified inspector that confirmed their fears of exposure given Kristy Norwood's impaired breathing.

5.7 Defendant HPA and Defendant Pathlight are therefore jointly and severally liable to the Norwoods for Plaintiffs' actual damages, including "any actual damages sustained by the Norwoods that exceed the amount of relocation assistance that would otherwise payable, in addition to costs associated with bringing this suit and reasonable attorneys' fees, and such other relief as may be just and equitable. RCW 59.18.290(2); RCW 59.18.085(3)(e).

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C. THIRD CAUSE OF ACTION: SUBSTANDARD AND UNREASONABLE LIVING CONDITIONS (RCW 59.18.115)

6.1 The Norwoods incorporate by reference the allegations set forth in each of the paragraphs of this pleading as though fully stated herein.

6.2 Under the RLTA, if a court determines that:

(b) A reasonable time has passed for the landlord to remedy the defective condition following notice to the landlord in accordance with RCW 59.18.070 or such other time as may be allotted by the court or arbitrator; the court or arbitrator may determine the diminution in rental value of the premises due to the defective condition and shall render judgment against the landlord for the rent paid in excess of such diminished rental value from the time of notice of such defect to the time of decision and any costs of repair done pursuant to RCW 59.18.100 for which no deduction has been previously made.

RCW 59.18.100(b).

6.3 Washington State's Legislature has declared, in relevant part:

[T]hat some tenants live in residences that are substandard and dangerous to their health and safety and that the repair and deduct remedies of RCW 59.18.100 may not be adequate to remedy substandard and dangerous conditions. [In such instances], an extraordinary remedy is necessary if the conditions substantially endanger or impair the health and safety of the tenant.

RCW 59.18.100(1).

6.4 Landlords like Defendant HPA and Defendant Pathlight substantially endanger or impair the health or safety of tenants when they fail to maintain or provide property that protects tenants from exposure of to the weather, and when they fail to meet the applicable standard of care to remedy the plumbing and sanitation defects that directly expose the occupants to the risk of illness or injury. RCW 59.18.115(2)(a)(ii)-(iii).¹

6.5 Defendant HPA and Defendant Pathlight failed to maintain or provide the Norwoods with a property that protected the Norwoods from exposure to the weather as

¹ The Washington State Building Code Council ("WSBCC") is responsible for building code standards throughout the state of Washington. WSBCC has adopted The Uniform Plumbing Code ("UPC"), which sets forth standards and regulations applicable to every county and city of the State. WAC 51-56-008; RCW 19.27; RCW 70.92.

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1 evidenced by defective roofing that leaked into the structure of the building, leading to the
2 Norwoods to experience substantial exposure to high levels of mold.

3 6.6 The plumbing conditions described herein were insanitary and therefore
4 substandard, dangerous, and unreasonable within the meaning of RCW 59.18.115. RCW
5 59.18.115(2)(a).²

6 6.7 The Norwoods provided the Defendants with repeated notices over the course of
7 nearly ten (“10”) months regarding the substandard, dangerous, and unreasonable living
8 conditions, but neither Defendant HPA, nor Defendant Pathlight met the duty of care imposed by
9 the RLTA to fulfill their duties. RCW 59.18.060; RCW 59.18.070. Meanwhile, the Norwoods
10 remained current on their rent up until the time they were forced to abandon the property at issue
11 due to the living conditions described throughout this Complaint.

12 6.8 The Defendants’ failure to remedy the substandard and unreasonable living
13 conditions described herein within a reasonable period of time left the Norwoods unable to
14 consistently access or utilize any of the subject premises’ 3 bathrooms, which prevented the
15 Norwoods from being able to shower consistently or flush toilets without human waste backing
16 up from September 1st, 2019 – November 30th, 2020.

17 6.9 The Defendants’ failure to remedy the substandard and unreasonable living
18 conditions described herein also left the Norwoods unable to consistently access their kitchen for
19 basic cooking needs due to the overpowering smell of human waste emitted from the bathroom
20 directly adjacent to the kitchen from September 1st, 2019 – November 30th, 2020.

21 ² UPC defines “Insanitary” is defined as “a condition that is contrary to sanitary principles or is injurious to health,”
22 and includes plumbing fixtures “not supplied with water sufficient to flush and maintain the fixture or receptor in a
clean condition.” UCC 2110(3).

PLAINTIFF’S FIRST AMENDED CIVIL
COMPLAINT FOR DAMAGES

Kristy M. Norwood, and Timothy P. Norwood,
a married couple, vs. HPA BORROWER 2018-LLC,
(d/b/a “Home Partners of America”); and OPVHHJV LL
(d/b/a “Pathlight Property Management”)

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1 6.10 The Defendants' failures to remedy the substandard and unreasonable living
 2 conditions described herein, left the Norwoods unable to consistently access or utilize the main
 3 gathering room in the subject property, the living room, due to the overwhelming smell of
 4 backed up human waste that was draining directly underneath the living room floor, in addition
 5 to noxious fumes from mold that was visibly protruding and growing throughout the living room
 6 ceiling.

7 6.11 Defendant HPA and Defendant Pathlight are therefore jointly and severally liable
 8 to the Norwoods for the diminution in rental value of the premises due to their ongoing failure to
 9 remedy the defective conditions described herein, in addition to all rent paid in excess of such
 10 diminished rental value from the time of the Norwoods first provided Defendants notice of such
 11 defects to the time the Norwoods were forced to vacate the premises. 59.18.100(b).

12 6.12 Defendant HPA and Defendant Pathlight are also therefore jointly and severally
 13 liable to the Norwoods for actual damages, including "any actual damages sustained by [the
 14 Norwoods] that exceed the amount of relocation assistance otherwise payable." RCW 59.18.290;
 15 RCW 59.18.085(3)(e).

16 6.13 Defendants are further jointly and severally liable to the Norwoods for costs of
 17 bringing this suit and reasonable attorney's fees, in addition to extraordinary remedies in an
 18 amount to be proven at trial. RCW 59.18.290(1); RCW 59.18.115(1).

19 **D. FOURTH CAUSE OF ACTION: NEGLIGENCE *PER SE* (RCW 5.40.050)**

20 7.1 The Norwoods incorporate by reference the allegations set forth in each of the
 21 preceding paragraphs of this pleading as though fully stated herein.

22 PLAINTIFF'S FIRST AMENDED CIVIL
 ~ ~ COMPLAINT FOR DAMAGES

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1 7.2 To prevail in a negligence claim, plaintiffs like the Norwoods must show (1) the
2 existence of a duty, (2) breach of that duty, (3) resulting injury, and (4) proximate cause. RCW
3 5.40.050.

4 7.3 Defendant HPA's and Defendant Pathlight's duties as landlords are set forth in
5 the RLTA. RCW 59.18 *et seq.*

6 7.4 Defendants failed to meet the duty of care imposed upon each of them by the
7 RLTA by consistently failing to remedy the substandard and unreasonable living conditions
8 described herein within the time frames set forth by RCW 59.18.070.

9 7.5 As a direct or proximate result of Defendants' failure to meet the standard of care
10 imposed upon each of them by the RLTA, the Norwoods suffered injury pecuniary injury that
11 totaled \$2,950.00 for relocation fees, in addition to monies paid for a certified mold inspection,
12 and also spent time, energy and even more funds to investigate the legal claims set forth herein.

13 7.6 Additionally, as a direct or proximate cause of Defendants' failure to meet the
14 duty of care imposed on them by the RLTA, Kristy Norwood ("Mrs. Norwood") experienced
15 symptoms that manifested as open sores on her scalp, extreme anxiety and substantial mental
16 anguish, and impaired breathing. Mrs. Norwood was forced to seek out aid from certified
17 medical care specialists who created medical treatment plans to help Mrs. Norwood cope with
18 the symptoms that manifested as a result of living in the conditions described herein. Acting on
19 medical providers' orders, Mrs. Norwood was forced to shave her head to allow the sores to heal
20 over a 4-month period. Mrs. Norwood was also prescribed medication to address anxiety brought
21 on by the conditions described herein, in addition to inhalers for impaired breathing. Mrs.
22 Norwood continues to receive medical care treatment from certified medical care specialists for
23 symptoms that manifested from her time living in the substandard, insanitary, and dangerous
24 conditions described throughout this Complaint.

PLAINTIFF'S FIRST AMENDED CIVIL
COMPLAINT FOR DAMAGES

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1 7.7 Defendants' failure to meet the duty of care imposed upon them by the RLTA, is
2 negligence *per se*.

3 7.8 Defendant HPA and Defendant Pathlight are therefore jointly and severally liable
4 to the Norwoods for actual damages, for costs of bringing this suit and attorney's fees, in
5 addition to other forms of pain, suffering, and substantial mental anguish endured by the
6 Norwoods and other such relief the Court may deem proper. RCW 59.18.290; RCW 4.84.030;
7 RCW 4.56.250(1)(b).

8 **FIFTH CAUSE OF ACTION: CONSTRUCTIVE EVICTION FOR VIOLATION**
9 **OF THE COVENANT OF QUIET ENJOYMENT**

10 8.1 The Norwoods incorporate by reference the allegations set forth in each of the
11 paragraphs of this pleading as though fully stated herein.

12 8.2 Constructive eviction occurs when landlords "intentionally or injuriously
13 interferes with a tenancy, either by depriving the tenants of beneficial enjoyment of the leased
14 property or materially impairing the tenant's enjoyment." Old City Hall LLC v. Pierce County
15 AIDS Found., 181 Wn. App. 1, 8, 329 P.3d 83 (2014).

16 8.3 Plaintiffs who present facts sufficient to demonstrate the property like the one at
17 issue was untenantable are constrictively evicted. *See*, 5 Thompson on Real Property, Second
18 Thomas Edition § 41.03(c)(3), at 153-54 (David A. Thomas & N. Gregory Smith eds., 2007).
19 "Premises are 'untenantable' if it is impossible or infeasible for the tenant to use them." 17
20 William B. Stoebuck & John W. Weaver, Washington Practice: Real Estate: Property Law §
21 6.32, at 352 (2d ed. 2004).³

22 ³ Leased premises are deemed "untenantable" for the purposes of constructive eviction under the quiet enjoyment
covenant when "the premises are unfit for the purpose for which they are leased." 5 THOMPSON ON REAL
PROPERTY § 40.22(c)(3)(i), at 144 (David A. Thomas ed., 1994). If the premises are "uninhabitable," they are
certainly "untenantable." Tucker v. Hayford, 118 Wn. App. 246, 255, 75 P.3d 980 (2003).

PLAINTIFF'S FIRST AMENDED CIVIL
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1 8.4 Under the RLTA, displaced tenants like the Norwoods shall:

2 "... be entitled to recover any relocation assistance, prepaid deposits, and prepaid
3 rent required by (b) of this subsection. In addition, displaced tenants shall be
4 entitled to recover any actual damages sustained by them as a result of the
5 condemnation, eviction, or displacement *that exceed the amount of relocation
6 assistance that is payable*. In any action brought by displaced tenants to recover
7 any payments or damages required or authorized by this subsection (3)(e) or (c)
8 of this subsection that are not paid by the landlord or advanced by the city, town,
9 county, or municipal corporation, the displaced tenants shall also be entitled to
10 recover their costs of suit or arbitration and reasonable attorneys' fees.

11 RCW 59.18.085.

12 8.5 Washington State's legislature has granted authority to the governing body of
13 each county to amend the state building code as it applies within the jurisdiction of the county or
14 city. RCW 19.27.040.

15 8.6 Pierce County's Sewer Standards are promulgated by the Pierce County Public
16 Works & Utilities Department's Sewer Utility Division and set forth in Chapter 13 of the Pierce
17 County Code ("PCC"), which states landlords like Defendant HPA and Defendant Pathlight
18 "*shall* be responsible for meeting and maintaining minimum standards for buildings" like the
19 premises at issue." PCC 13.06.030.

20 8.7 In Pierce County, "it is unlawful or any landlord or property owner like Pathlight
21 to "permit any human excrement ...[to] be discharged into or be placed where they might find
22 their way into ... any part of the public sewer system." PCC 13.04.035.

23 8.8 The accumulation of human excrement described herein was known by the
24 Defendants, and yet neither Defendant HPA, nor Defendant Pathlight made any reasonable effort
25 to remedy the insanitary and dangerous conditions within the time frame set forth in RCW
26 59.18.070, in violation of the PCC. PCC 13.04.035.

27 PLAINTIFF'S FIRST AMENDED CIVIL
28 COMPLAINT FOR DAMAGES

29 Kristy M. Norwood, and Timothy P. Norwood,
30 a married couple, vs. HPA BORROWER 2018-LLC,
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32 (d/b/a "Pathlight Property Management")

33 **LAKE LAW, PLLC**
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36 SEATTLE, WA. 98118
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1 8.9 The substandard, insanitary and dangerous living conditions described throughout
 2 the property at issue made it impossible or infeasible for the Norwoods to consistently access or
 3 utilize substantial portions of the property throughout the entirety of their tenancy, including all
 4 three bathrooms. The ongoing exposure to human waste prevented the Norwoods from being
 5 able to consistently address the most basic of hygiene and self-care related needs. Defendants'
 6 failure to meet the standard of care imposed upon each of them by the RLTA made the premises
 7 at issue untenable and deprived the Norwoods of beneficial enjoyment of the leased property
 8 or materially impaired the Norwood's enjoyment of the property at issue.

9 8.10 Defendant HPA and Defendant Pathlight therefore breached the covenant of quiet
 10 enjoyment and constructively evicted the Norwoods, who suffered injuries in an amount that
 11 exceeds the statutory limit of \$2,000.00. RCW 59.18.085(3)(a), (b), and (c).

12 8.11 Defendant HPA and Defendant Pathlight are therefore jointly and severally liable
 13 to the Norwoods for the greater of three months' rent or treble the actual damages sustained as a
 14 result of the violations described herein, in addition to costs of bringing this suit and attorney's
 15 fees. RCW 59.18.085(2).⁴

16 X. PRAYER FOR RELIEF

17 WHEREFORE, the Norwoods pray for an award of the following relief from the
 18 Defendants HPA BORROWER 2018-LLC, (d/b/a "Home Partners of America") and OPVHHJV
 19 LL (d/b/a "Pathlight Property Management") in the form of:

20
 21 ⁴ The legislative intent of RCW 59.18.085 was "to provide enforcement mechanisms to cities, towns, counties, or
 22 municipal corporations including the ability to advance relocation funds to tenants who are displaced as a result of a
 landlord's failure to remedy building code or health code violations and later to collect the full amounts of these
 relocation funds, along with interest and penalties, from landlords." LAWS OF 2005, ch. 364, § 1 (emphasis added).

~ ~ PLAINTIFF'S FIRST AMENDED CIVIL
 COMPLAINT FOR DAMAGES

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1. Judgment against the Defendants, jointly and severally, in an amount to be determined, for each of the causes of action pled above;
2. Pre-judgment and post-judgment interest on all damages as provided by law;
3. Actual damages, pursuant to RCW 4.84.330; 59.18.290(1); 59.18.085(2); RCW 59.18.085(3)(c); and RCW 59.18.085(3)(e);
4. Excess rent paid for diminution in rental value of the premises at issue from the time notice of such defects was first disclosed, pursuant to RCW 59.18.100(b);
5. Reimbursement for relocation fees, including three months' rent or treble the actual damages sustained by the Norwoods, pursuant to RCW 59.18.085(2), RCW 59.18.085(3)(c), and RCW 59.18.085(3)(e);
6. Extraordinary remedies, pursuant to RCW 59.18.115(1);
7. Non-economic damages for pain, suffering, and substantial mental anguish, pursuant to RCW 4.56.250(1)(b);
8. An award of the Norwood's attorney's fees and costs incurred in bringing this action, as permitted by court rules, contract, statute, equitable doctrine, or case law; and
9. Such other relief as may be just and equitable.

DATED this October 27th, 2021.

/s/ Morgan L. Lake

Morgan L. Lake | WSBA #52789
Attorney for Plaintiffs
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PLAINTIFF'S FIRST AMENDED CIVIL
COMPLAINT FOR DAMAGES

Kristy M. Norwood, and Timothy P. Norwood,
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5
6 **IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON**
7 **IN AND FOR THE COUNTY OF PIERCE**

8 KRISTY M. NORWOOD, and
9 TIMOTHY P. NORWOOD, a
married couple,

10 Plaintiffs,

11 vs.

12
13 HPA BORROWER 2018-LLC,
(d/b/a "Home Partners of America"),
14 a foreign limited liability company
licensed to do business in
15 Washington State; and OPVHHJV
LL (d/b/a "Pathlight Property
16 Management") a foreign limited
liability company licensed to do
17 business in Washington State,

18 Defendants.

CASE NO. 21-2-0802405

EXHIBITS A-O TO PLAINTIFFS' FIRST
AMENDED CIVIL COMPLAINT FOR
DAMAGES

19 Please find attached herewith Exhibits A-O, which accompany Plaintiffs' First Amended Civil
20 Complaint for Damages.

21 Respectfully submitted this October 27th, 2021.

22 By:

23 /s/ Morgan L. Lake

24 Morgan L. Lake, WSBA #52789
Attorney for the Plaintiffs

25 **EXHIBITS A-O TO PLAINTIFFS' FIRST
AMENDED CIVIL COMPLAINT FOR
DAMAGES**

Kristy M. Norwood, and Timothy P. Norwood, a
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EXHIBITS A – O

PLAINTIFF'S EXHIBITS A-0

PLAINTIFF'S CIVIL COMPLAINT FOR DAMAGES

- 1

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WO#B4757672 The tree in the front yard needs to be trimmed. If a branch breaks it is going to take out powerlines and or hurt someone. This should have been done long before I moved in. With winter around the corner, it needs to be dealt with. I will not be held responsible for any damage caused by this tree.

Created: 8-24-19

Completed: Still open

Notes: Pathlight told me, per my lease agreement that it is now my problem to deal with.

WO#B5096729 Ceiling damaged due to roof leaking.

Created: 11-21-19

Completed: 11-29-19

Notes: No resolution currently.

WO#B5348909 The ceiling in the room off the kitchen is getting moldy because the roof is leaking. It needs to be fixed ASAP!

Created: 2-1-20

Completed: Ceiling is still moldy and discolored. No resolution.

WO#B5367317 There is an active leak in the house.

Created: 2-6-20

Completed: Still open

Notes: There is an active leak in the home since October. The roofer's state they need dry weather to complete the job. We need it tarped to protect the home.

WO#B5367477 The oven doesn't heat up and the door doesn't close. I must tie it closed with a rope.

Created: 2-6-19

Completed: Still open.

Notes: The oven doesn't heat up and the door doesn't close. I must tie it closed with a rope. The oven takes 30 minutes to heat up.

WO#B5374879 I would like to have a peep hole put into the front door for security. I can't have my wife just open the front door without being able to see who is out there.

Created: 2-8-20

Completed: 2-9-20

Notes: I was told that they wouldn't do it.

WO#B5420265 There are 3 places in the same room that is leaking water.

Created: 2-20-20

Completed: 2-27-20

Notes: The roof was only tarped, not fixed.

WO#B5420289 Ceiling in the room off the kitchen is still in need of repair.

Created: 2-20-20

Completed: Nothing was done

Notes: Possible recall of WO#B5096729 created to address the ceiling damage caused by the roof leak.

WO#B5447664 The oven doesn't heat up and the door doesn't close. I must tie it closed with a rope.

Created: 2-28-20

Completed: Oven was ordered.

Notes: The oven doesn't heat up and the door doesn't close. I must tie it closed with a rope.

WO#B5475896 The oven doesn't heat up and the door doesn't close. I must tie it closed with a rope.

Created 3-6-20

Completed: 3-18-20

Notes: Oven was replaced.

WO#B5526746 The roof is still leaking.

Created: 3-20-20

Completed: Still open.

Notes: Clients requests JBS Eagles Inc. quote in WO#B5449131 be pushed back through for approval review on roof repair. I MADE NO SUCH REQUEST. I JUST KEPT TELLING THEM THEROOF WAS LEAKING.

WO#B5544793 The bathroom fan is making a squealing noise.

Created: 3-26-20

Completed: 4-28-20

Notes: Fan was replaced.

WO#B5597677 Roofer on site.

Created: 4-13-20

Completed: 4-16-20

Notes: The roofer onsite found that the roof needed an additional 7 sheets of plywood and 12x20 section of torch down.

✓ WO#B5597886 Roof leak.

Created: 4-13-20

Completed: 4-16-20

Notes: Per vender in WO#B5420265, an entire roof replacement is needed due to damage/leak issues. Full roof replacement needed.

✓ WO#B5880366 Ceiling damage and insulation.

Created: 6-25-20

Completed: Still open. No resolution.

Notes: Techs state, the roof has been replaced. There is no active leaking, however the ceiling was damaged by the leak. It looks like we have a mold problem now. Wet insulation wasn't removed, nor was the wet drywall replace.

WO#B6254769 This is a massive tree. The branches are at least a foot in diameter. One is hanging out over the driveway and power lines to the house. The other is over the front of the house. If these branches were to break someone could be seriously hurt. This tree is way out of my league.

Created: 9-25-20

Completed: Still an issue. No resolution.

Notes: Pathlight closed this matter without giving me an answer. I assume as before; they consider this my problem.

WO#B6254771 Tree needs trimming.

Created: 9-25-20

Completed: Still an issue. No resolution.

Notes: Notes. Pathlight closed this matter without giving me an answer. I assume as before; they consider this my problem.

✓ WO#B6266269 We are still having issues with all the bathroom. Showers, tubs, washer, and toilets are still backing up. Please help!!!! Everything is backed up.

Created: 9-28-20

Completed: 10-1-20

Notes: My PHD Plumbing came out and unplugged the line. As before he told me it would continue to happen due to a dip in the line under the house.

✓ WO#B6312681 We are still having issues with all the bathroom. Showers, tubs, washer, and toilets are still backing up.

Created: 10-9-20

Completed: Cancelled on 10-15-20

Notes: Per technician in WO#B6266269, "there is a huge root ball blocking 90 % of this sewer line under the tree. This should be addressed, or a clogging issue will continue to happen.

✓ WO#B6334521 We are still having issues with all the bathroom. Showers, tubs, washer, and toilets are still backing up.

Created: 10-15-20

WO#B6357417 Ceiling damage and insulation.

Created: 10-22-20

Completed: 10-27-20

Notes: Still open. No resolution.

WO#B6358023 We are still having issues with all the bathroom. Showers, tubs, washer, and toilets are still backing up.

Created: 10-22-20

Completed: Still open. Pending more information.

WO#B6374772 These openings lead to under the house and need to be sealed up.

Created: 10-27-20

Completed: Still an issue.

Notes: No one ever came out to see.

WO#B6389123 We are still having issues with all the bathroom. Showers, tubs, washer, and toilets are still backing up. This has been an issue for the past 2 months.

Created: 10-30-20

Completed: Still open. Pending more information.

Notes: Pending more information.

WO#B6389386 Rats under the house.

Created: 10-30-20

Complete: Still open.

Notes: I was called on 10-30-20 at 6 p.m. by Pathlight maintenance. They asked me if I saw rats under the house. I told them everyone has rats. They said they needed to set traps under the house. I feel like this is another stall tactic.

Completed: 10-22-20

Notes: Harts Services came out to look under the house. That's when we found out the real problem. All the pipes under the house were rotted out and leaking. They had been for some time. The main sewer line is broken and leaking raw sewage under the house. Estimate \$30K to fix it. Meanwhile we are still living with raw sewage.

Notes: Resident states their toilets are backing up and they have had continual problems with their plumbing and sewer line. WO#B4121442, #B4453114, #B6189714, #B6216985, #B6266269, #B6274874, #B6312681. Resident states they must wait for 1 hour to reset the toilets and they are unable to use the showers. Resident states if they use the bathroom sink, they cannot use the toilets because the water fills up the pipe. Per technician, in #B6266269, "there is a huge root ball blocking 90 % of this sewer line under the tree. This should be addressed, or a clogging issue will continue to happen.

On 10-16-20 I paid Roto Rooter to come out and unplug the line so we could at least use the bathrooms for a bit. The line will continue to plug up until it is fixed properly.

WO#B6357417 Ceiling damage and insulation.

Created: 10-22-20

Completed: 10-27-20

Notes: No resolution. Ceiling is still the same.

Notes: Resident is reporting discoloration in ceiling. Please send remediation company to take care of the issue. Then once remediation is complete, we need to do an air test to confirm AQ.

WO#B6358023 We are still having issues with all the bathroom. Showers, tubs, washer, and toilets are still backing up.

Second opinion, there are 2 reported issues. (1) Please video inspect the main sewer and make recommendations, the video must be submitted with the proposal. (2) Please inspect for leaking sewer line in the crawlspace.

Created: 10-22-20

Completed: Still open. Pending more information.

WO#B6374772 These openings lead to under the house and need to be sealed up.

Created: 10-27-20

Completed: Still an issue.

Notes: No one ever came out to see the problem. I was sent an email telling me, it is my responsibility. The house was rented as is.

WO#B5992983 Ceiling damage and insulation.

Created: 7-22-20

Completed: Still open. No resolution.

Notes: Notes: Techs state, the roof has been replaced. There is no active leaking, however the ceiling was damaged by the leak. It looks like we have a mold problem now. Wet insulation wasn't removed, nor was the wet drywall replace.

WO#B6043598 The pod soap dispenser spring is broken.

Created: 8-3-20

Completed: 8-24-20

Notes: New dispenser was installed. Issue resolved.

WO#B6189714 All sinks, tubs, showers and toilets are backed up.

Created: 9-8-20

Completed: 9-14-20

Notes: My PHD Plumbing came out and unplugged the line. He also told me it would continue to happen due to a dip in the line under the house.

WO#B6216985 All sinks, tubs, showers and toilets are backed up.

Created: 9-15-20

Completed: 9-18-20

Notes: My PHD Plumbing came out and unplugged the line. As before he told me it would continue to happen due to a dip in the line under the house.

WO#B6251643 The ceiling in the room off the garage is coming down, due to a leak. This was caused by ivy and a tree that has been stuck to the house for a very long time.

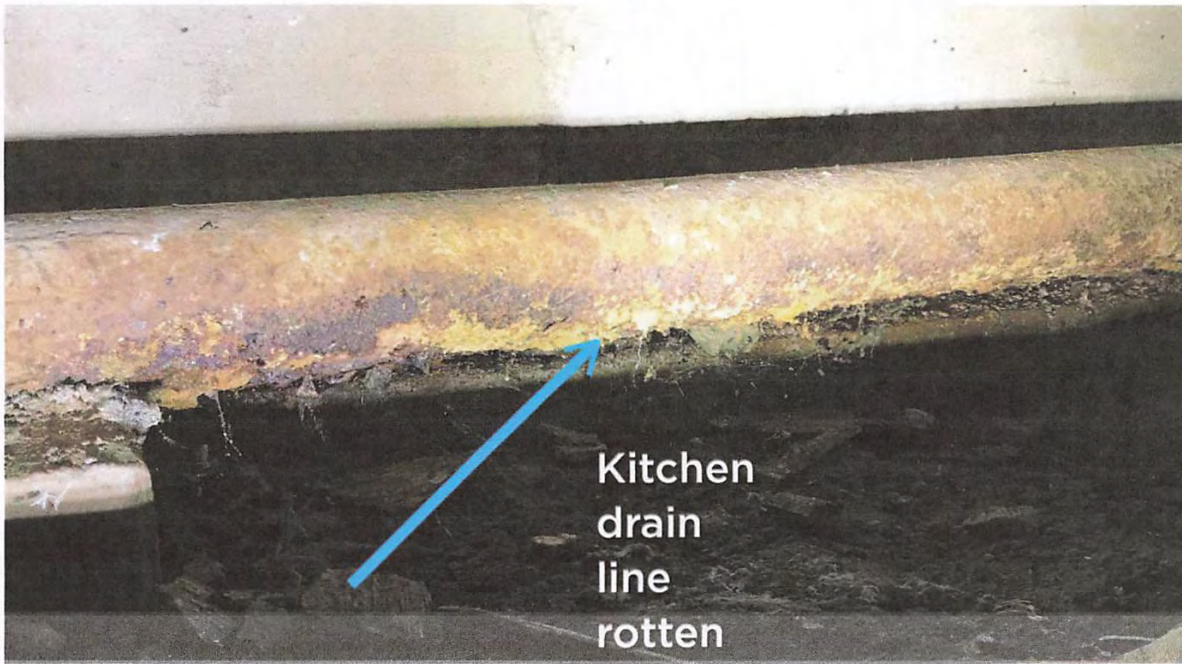
Created: 9-24-20

Completed: 10-12-20

Notes: The roof was replaced, however the ceiling in the room hasn't been fixed.

11/13/2020

Mail - Morgan Lake - Outlook



11/13/2020

Mail - Morgan Lake - Outlook



11/13/2020

Mail - Morgan Lake - Outlook



11/13/2020

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11/13/2020

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2021

Mail - Morgan Lake - Outlook



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EXHIBIT "A" TO NOTICE OF REMOVAL, Page 75 of 120

2021

Mail - Morgan Lake - Outlook



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EXHIBIT "A" TO NOTICE OF REMOVAL, Page 76 of 120



Notice of Service of Process

null / ALL
Transmittal Number: 23996039
Date Processed: 10/30/2021

Primary Contact: Jonathan Babb
Home Partners of America
120 S Riverside Plz
Ste 2000
Chicago, IL 60606-6995

Electronic copy provided to: Crystal Adams
Konrad Hojdus
Brian Neighbarger
Konrad Hojdus

Entity:	OPVHHJV, LLC Entity ID Number 3378258
Entity Served:	OPVHHJV LL
Title of Action:	Kristy M. Norwood vs. HPA Borrower 2018-LLC (d/b/a "Home Partners of America")
Document(s) Type:	Summons and Amended Complaint
Nature of Action:	Property
Court/Agency:	Pierce County Superior Court, WA
Case/Reference No:	21-2-0802405
Jurisdiction Served:	Washington
Date Served on CSC:	10/28/2021
Answer or Appearance Due:	20 Days
Originally Served On:	CSC
How Served:	Personal Service
Sender Information:	Morgan L. Lake 360-499-2144

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October 27 2021 12:37 PM

KEVIN STOCK
COUNTY CLERK
NO: 21-2-08024-5

**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF PIERCE**

KRISTY M. NORWOOD, and
TIMOTHY P. NORWOOD, a
married couple,

Plaintiffs,

vs.

HPA BORROWER 2018-LLC,
(d/b/a "Home Partners of America"),
a foreign limited liability company
licensed to do business in
Washington State; and OPVHHJV
LL (d/b/a "Pathlight Property
Management") a foreign limited
liability company licensed to do
business in Washington State,

Defendants.

CASE NO. 21-2-0802405

**PLAINTIFFS' FIRST AMENDED CIVIL
SUMMONS (20 Days)**

TO: CLERK OF THE ABOVE-LISTED COURT;
AND TO: DEFENDANT, HPA BORROWER 2018-LLC;
AND TO: DEFENDANT, OPVHHJV LL

TO THE DEFENDANTS: A lawsuit has been started against you in the above entitled court by Plaintiffs, KRISTY M. NORWOOD, and TIMOTHY P. NORWOOD, by and through their attorney, Morgan L. Lake of Lake Law, PLLC. Plaintiffs' claims are stated in the written complaint, a copy of which is served upon you with this summons.

**PLAINTIFFS' FIRST AMENDED
CIVIL SUMMONS (20 Days)**

Kristy M. Norwood, and Timothy P. Norwood, a
married couple, vs. HPA BORROWER 2018-LLC
(d/b/a "Home Partners of America"); and OPVHHJV LL
(d/b/a "Pathlight Property Management")

LAKE LAW, PLLC
Morgan L. Lake | WSBA 52789
3703 S. Edmunds St. #115
SEATTLE, WA. 98118
PH: (360) 499-2144
morgan@morganlakelaw.com

1 In order to defend against this lawsuit, you must respond to the complaint by stating your defense
 2 in writing, and by serving a copy upon the person signing this summons within 20 days after the service
 3 of this summons, excluding the day of service, or a default judgment may be entered against you without
 4 notice. A default judgment is one where plaintiff is entitled to what he asks for because you have not
 5 responded. If you serve a notice of appearance on the undersigned person, you are entitled to notice
 6 before a default judgment may be entered.

7 You may demand that the plaintiff file this lawsuit with the court. If you do so, the demand must
 8 be in writing and must be served upon the person signing this summons. Within 14 days after you serve
 9 the demand, the plaintiff must file this lawsuit with the court, or the service on you of this summons and
 10 complaint will be void.

11 If you wish to seek the advice of an attorney in this matter, you should do so promptly so that
 12 your written response, if any, may be served on-time. This summons is issued pursuant to rule 4 of the
 13 Superior Court Civil Rules of the State of Washington.

14 DATED this October 27th, 2021.

15 By: 

16 /s/ Morgan L. Lake
 17 Morgan L. Lake, WSBA #52789
 18 Attorney for the Plaintiffs

19 **NOTICE:** State and federal law provide protections to defendants who are on active duty in the military
 20 service, and to their dependents. Dependents of a service member or the service member's spouse, the service
 21 member's minor child, or an individual for whom the service member provided more than one-half of the individual's
 22 support for one hundred eighty days immediately preceding an application for relief.

23 One protection provided is the protection against the entry of a default judgment in certain circumstances.
 24 This notice only pertains to a defendant who is a dependent of a member of the national guard or a military
 25 reserve component under a call to active service for a period of time of more than thirty consecutive days.
 Other defendants in military service also have protections against default judgments not covered by this notice. If
 you are the dependent of a member of the national guard or a military reserve component under a call to active
 service for a period of more than thirty consecutive days, you should notify the plaintiff or the plaintiff's attorneys in
 writing of your status as such within twenty days of the receipt of this notice. If you fail to do so, then a court or an
 administrative tribunal may presume that you are not a dependent of an active duty member of the national guard or
 reserves, and proceed with the entry of an order of default and/or a default judgment without further proof of your
 status. Your response to the plaintiff or plaintiff's attorney(s) about your status does not constitute an appearance
 for jurisdictional purposes in any pending litigation nor a waiver of your rights.

**PLAINTIFFS' FIRST AMENDED
 CIVIL SUMMONS (20 Days)**

Kristy M. Norwood, and Timothy P. Norwood, a
 married couple, vs. HPA BORROWER 2018-LLC
 (d/b/a "Home Partners of America"); and OPVHHJV LL
 (d/b/a "Pathlight Property Management")

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PIERCE COUNTY, WASHINGTON

October 26 2021 11:46 AM

KEVIN STOCK
COUNTY CLERK
NO: 21-2-08024-5

**SUPERIOR COURT OF WASHINGTON FOR PIERCE COUNTY
CASE COVER SHEET / CIVIL CASE**

Case Title KIRSTY P., AND NORWOOD, TIMOTHY P. NORWOOD VS. HPA BORROWER 2 Case Number 21-2-08024-5
Atty/Litigant Morgan Lake Bar# 52789 Phone (360) 499-2144
Address 3703 S EDMUNDS ST # 115
City SEATTLE State WA Zip Code 98118
Email Address _____

Please check one category that best describes this case for indexing purposes.

If you cannot determine the appropriate category, Please describe the cause of action below. This will create a Miscellaneous cause which is not subject to PCLR 3.

APPEAL / REVIEW

- ☐ Administrative Law Review (ALR 2) REV 6
☐ Civil, Non-Traffic (LCA 2) REV 6
☐ Civil, Traffic (LCI 2) REV 6
☐ Land Use Petition (LUP 2) LUPA

CONTRACT / COMMERCIAL

- ☒ Breach of Contract, Commercial Non-Contract
or Commercial-Contract (COM 2) STANDARD
☐ Third Party Collection (COL 2) REV 4

JUDGEMENT

- ☐ Judgement, Another County or Abstract
Only (ABJ 2) Non PCLR
☐ Transcript of Judgement (TRJ 2) Non PCLR
☐ Foreign Judgement Civil or Judgement,
Another State (FJU 2) Non PCLR

TORT / MOTOR VEHICLE

- ☐ Death, Non-Death Injuries or Property
Damage Only (TMV 2) STANDARD

TORT / NON MOTOR VEHICLE

- ☐ Other Malpractice (MAL 2) COMPLEX
☐ Personal Injury (PIN 2) STANDARD
☐ Property Damage (PRP 2) STANDARD
☐ Wrongful Death (WDE 2) STANDARD
☐ Other Tort, Products Liability or Asbestos
(TTO 2) COMPLEX

PROPERTY RIGHTS

- ☐ Condemnation (CON 2) STANDARD
☐ Foreclosure (FOR 2) REV 4
☐ Property Fairness (PFA 2) STANDARD
☐ Quiet Title (QTI 2) STANDARD
☐ Unlawful Detainer / Eviction (UND 2) REV 4
☐ Unlawful Detainer / Contested (UND 2) REV 4

OTHER COMPLAINT OR PETITION

- ☐ Compel/Confirm Bind Arbitration, Deposit of
Surplus Funds, Interpleader, Subpoenas, Victims'
Employment Leave, or Wireless Number Disclosure,
Miscellaneous (MSC 2) REV 4
☐ Injunction (INJ 2) REV 4
☐ Malicious Harassment (MHA 2) Non PCLR
☐ Meretricious Relationship (MER 2) REV 4
☐ Minor Settlement/No Guardianship (MST2) REV 4
☐ Pet for Civil Commit/Sex Predator (PCC2) REV 4
☐ Property Damage Gangs (PRG 2) REV 4
☐ Relief from Duty to Register (RDR) REV 12
☐ Restoration of Firearm Rights (RFR 2) REV 4
☐ Seizure of Property/Comm. of Crime (SPC2) REV 4
☐ Seizure of Property Result from Crime (SPR2) REV 4
☐ Trust/Estate Dispute Resolution (TDR2) REV 12
☐ Restoration of Opportunity (CRP) REV 4

TORT / MEDICAL MALPRACTICE

- ☐ Hospital, Medical Doctor, or Other Health Care
Professional (MED2) COMPLEX

WRIT

- ☐ Habeas Corpus (WHC 2) REV 4
☐ Mandamus (WRM 2) REV 4
☐ Review (WRV 2) REV 4
☐ Miscellaneous Writ (WMW 2) REV 4

MISCELLANEOUS _____

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PIERCE COUNTY, WASHINGTON

**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR PIERCE COUNTY**

October 26 2021 11:46 AM

KRISTY P., AND NORWOOD, TIMOTHY P.
NORWOOD

Plaintiff(s)

Vs.

HPA BORROWER 2018-LLC

Defendant(s)

No. 21-2-08024-5

KEVIN STOCK
COUNTY CLERK
NO: 21-2-08024-5

ORDER SETTING CASE SCHEDULE

Type of case: COM
Estimated Trial (days):
Track Assignment: Standard
Assignment Department: 03
Docket Code: **ORSCS**

Confirmation of Service	11/23/2021
Confirmation of Joinder of Parties, Claims and Defenses	2/22/2022
Jury Demand	3/1/2022
Plaintiff's/Petitioner's Disclosure of Primary Witnesses	4/19/2022
Defendant's/Respondent's Disclosure of Primary Witnesses	5/17/2022
Disclosure of Rebuttal Witnesses	7/5/2022
Deadline for Filing Motion to Adjust Trial Date	8/2/2022
Discovery Cutoff	9/6/2022
Exchange of Witness and Exhibit Lists and Documentary Exhibits	9/20/2022
Joint Statement of Evidence	9/27/2022
Deadline to file Certificate or Declaration re: Alternative Dispute Resolution	9/27/2022
Deadline for Hearing Dispositive Pretrial Motions	9/27/2022
Pretrial Conference	Week of 10/11/2022
Trial	10/25/2022 9:00

NOTICE TO PLAINTIFF/PETITIONER

If the case has been filed, the plaintiff shall serve a copy of the Case Schedule on the defendant(s) with the summons and complaint/petition: Provided that in those cases where service is by publication the plaintiff shall serve the Case Schedule within five (5) court days of service of the defendant's first response/appearance. If the case has not been filed, but an initial pleading is served, the Case Schedule shall be served within five (5) court days of filing. See PCLR 3.

NOTICE TO ALL PARTIES

All attorneys and parties shall make themselves familiar with the Pierce County Local Rules, particularly those relating to case scheduling. Compliance with the scheduling rules is mandatory and failure to comply shall result in sanctions appropriate to the violation. If a statement of arbitrability is filed, PCLR 3 does not apply while the case is in arbitration.

Dated: October 26, 2021

m. A-J

Judge Michael E. Schwartz
Department 03

linxcr/supAdmin/orscs.rptdesign

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KEVIN STOCK
COUNTY CLERK
NO: 21-2-08024-5

**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF PIERCE**

KRISTY M. NORWOOD, and
TIMOTHY P. NORWOOD, a
married couple,

Plaintiffs,

vs.

HPA BORROWER 2018-LLC,
(d/b/a "Home Partners of America"),
a foreign limited liability company
licensed to do business in the State
of Washington; and OPVHHJV LL
(d/b/a "Pathlight Property
Management") a foreign limited
liability company licensed to do
business in Washington State,

Defendants.

CASE NO. 21-2-08024-5

**PLAINTIFFS' FIRST AMENDED CIVIL
COMPLAINT FOR DAMAGES**

COMES NOW Plaintiffs, KRISTY M. NORWOOD and TIM P. NORWOOD, by and
through their attorney, Morgan L. Lake of Lake Law, PLLC, and bring this action against HPA
BORROWER 2018-LLC, (d/b/a "Home Partners of America"), and OPVHHJV LL (d/b/a
"Pathlight Property Management") ("the Defendants") (collectively, "the Parties") alleging as
follows:

**PLAINTIFF'S FIRST AMENDED CIVIL
COMPLAINT FOR DAMAGES**

Kristy M. Norwood, and Timothy P. Norwood,
a married couple, vs. HPA BORROWER 2018-LLC,
(d/b/a "Home Partners of America"); and OPVHHJV LL
(d/b/a "Pathlight Property Management")

LAKE LAW, PLLC
Morgan L. Lake | WSBA 52789
3703 S. Edmunds St. #115
SEATTLE, WA. 98118
PH: (360) 499-2144

I. PARTIES

Plaintiffs, Kristy M. Norwood, and Tim P. Norwood:

1.1 Plaintiffs, Kristy M. Norwood, and Timothy N. Norwood (hereinafter “the Plaintiffs” or “the Norwoods”) are natural persons and residents of Washington State.

1.2 The Norwoods are individually and collectively a “person” as defined by RCW 59.18.030(21), and “tenant[s]” as defined by RCW 59.18.030(34).

Defendant, HPA BORROWER 2018-LLC:

1.3 Defendant, HPA BORROWER 2018-LLC (d/b/a “Home Partners of America”) (hereinafter “Defendant HPA”) is a foreign limited liability company headquartered at 120 S RIVERSIDE PLZ, SUITE 2000, CHICAGO, IL, 60606-3913, duly licensed to do business as a residential real estate company that buys, sells and leases properties in Washington State under UBI: 603-331-490.

1.4 Defendant HPA is therefore a “landlord” as defined by RCW 59.18.030(16), a “person” as defined by RCW 59.18.030(21), and a “property owner” as defined by the Pierce County Code (“PCC”). PCC 13.04.010.

Defendant, OPVHHJV LL (d/b/a “Pathlight Property Management”):

1.5 Defendant OPVHHJV LL (d/b/a “Pathlight Property Management”) (hereinafter “Defendant Pathlight”) is a Foreign Limited Liability Company incorporated at 6500 International Pkwy STE 1100, Plano, TX 75093-8363, duly licensed to do business in the area of real estate in Washington State under UBI: 603-436-181.

1.6 Defendant Pathlight is therefore a “landlord” as defined by RCW 59.18.030(16), a “person” as defined by RCW 59.18.030(21), and a “property owner” as defined by PCC 13.04.010.

PLAINTIFF'S FIRST AMENDED CIVIL
COMPLAINT FOR DAMAGES

Kristy M. Norwood, and Timothy P. Norwood,
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II. JURISDICTION AND VENUE

2.1 Personal jurisdiction is proper in Pierce County, Washington because the Plaintiffs resided in Pierce County, Washington at all relevant times the events described throughout this Complaint occurred; Defendants conduct business within Pierce County, Washington; the Property Lease Agreement between the Parties was executed in Pierce County, Washington; and each of the breaches and other wrongful acts alleged herein took place in Pierce County, Washington. RCW 2.08.010.

2.2 Venue is proper in Pierce County Superior Court for this action pursuant to RCW 4.12.010 as all of the events alleged herein occurred in Pierce County, Washington. RCW 4.12.010.

III. RELEVANT FACTS

3.1 On February 20th, 2019, the Norwoods entered into a one-year lease agreement with Defendant HPA for a residence located at 711 Le-Lou-WA PI NE, Tacoma, WA. 98422, with the Norwood's rent payments set at \$2,395.00 per month.

3.2 On November 21, 2019, the Norwoods notified Defendants that their property's ceiling was leaking. *Exhibit A*.

3.3 On February 1st, 2020, the Norwoods notified the Defendants that "the ceiling in the room adjacent to the kitchen was getting moldy [due] to the roof leaking [and] needed to be fixed ASAP!" *Exhibit B*.

3.4 On February 6th, 2020, the Norwoods notified the Defendants that there "[was] and active leak in the house." *Exhibit C*.

3.5 On February 20, 2020, the Norwoods notified the Defendants that the "ceiling in the room [adjacent] to the kitchen [was] still in need of repair." *Exhibit D*.

PLAINTIFF'S FIRST AMENDED CIVIL
COMPLAINT FOR DAMAGES

Kristy M. Norwood, and Timothy P. Norwood,
a married couple, vs. HPA BORROWER 2018-LLC,
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1 3.6 On June 25th, 2020, the Norwoods notified the Defendants, that damage to their
2 ceiling and insulation required repair. *Exhibit E.*

3 3.7 On July 22nd, 2020, the Norwoods again notified the Defendants, that damage to
4 the ceiling and insulation required repair. *Exhibit F.*

5 3.8 On or about September 1st, 2020, Kristy Norwood began to suffer from open sores
6 on her scalp, extreme anxiety, and impaired breathing as a result of being exposed to the
7 substandard and dangerous living conditions described herein.

8 3.9 On September 28th, 2020, the Norwoods notified the Defendants that “all sinks,
9 tubs, showers and toilets were backed up.” *Exhibit G.*

10 3.10 On September 15th, 2020, the Norwoods again notified the Defendants that “all
11 sinks, tubs, showers and toilets were backed up.” *Exhibit H.*

12 3.11 On October 15th, 2020, the Norwoods notified the Defendants for a third time that
13 “all sinks, tubs, showers and toilets were backed up.” *Exhibit I.*

14 3.12 On October 21st, 2020, Defendant Pathlight contacted Harts Services (“Harts”), a
15 local residential plumbing and sewer pipe expert, and directed Harts to inspect the plumbing for
16 the property at issue. Harts determined all waste lines from the property’s side sewer needed
17 immediate replacement. During the inspection of the pipeline, Harts discovered the main sewer
18 pipe for the property at issue had been completely broken in two, which allowed for open sewage
19 to escape the pipeline and run directly underneath the Norwoods’ home. Harts also identified
20 numerous rotted and cracked pipes throughout the underside of the home that required
21 immediate repair due to sewage leaking. The estimate to complete the necessary work was
22 \$30,559.73. Neither Defendant HPA, nor Defendant Pathlight took any action thereafter to
address the health and safety concerns related to broken pipeline or open sewage running
underneath the subject premises. *Exhibit J*

PLAINTIFF’S FIRST AMENDED CIVIL
COMPLAINT FOR DAMAGES

Kristy M. Norwood, and Timothy P. Norwood,
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1 3.13 On October 22nd, 2020, the Norwoods notified the Defendants for a fourth time
2 that damage to the ceiling and insulation required repair.” *Exhibit K*.

3 3.14 On October 22nd, 2020, the Norwoods notified the Defendants for a fourth time
4 that “[they] were still having issues with all bathroom[s], and that “[s]howers, tubs, washer, and
5 the toilets [were] still backing up.” *Exhibit L*.

6 3.15 On October 30, 2020, the Norwoods notified the Defendants for a fifth time that
7 [they] were still having issues with all bathroom[s], showers, tubs, and [also] that the toilets in
8 the residence at issue were still backing up.” *Exhibit M*.

9 3.16 On October 30th, 2020, the Norwoods notified the Defendants that there were
10 “rats under the house.” *Exhibit N*.

11 3.17 On November 17th, 2020, the Norwoods paid for a certified mold inspector to
12 assess their home due to Defendant HPA’s and Defendant Pathlight’s failure to address notices
13 related to leaks throughout the premises and growing concerns over Kristy Norwood’s
14 respiratory issues. The inspection produced “Mold Scores” of “HIGH” in the Kitchen/Dining
15 Area, the NE Crawlspace, and the Garage Bedroom.

16 3.18 On or about December 1, 2020, and as a direct result of Defendant HPA’s failure
17 to remedy the substandard living conditions and subsequent health concerns, the Norwoods were
18 forced to vacate the premises at issue and search for a new residence at the height of the global
19 SARS-CoV-2 pandemic (aka “COVID-19”).

20 3.19 On or about December 1st, 2020, and at the height of the global COVID-19
21 pandemic, the Norwoods paid a household moving services company \$2,600.00 to pack and
22 store their belongings and an additional \$350.00 for a U-Haul truck and other supplies. *Exhibit O*.

PLAINTIFF’S FIRST AMENDED CIVIL
COMPLAINT FOR DAMAGES

Kristy M. Norwood, and Timothy P. Norwood,
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IV. CAUSES OF ACTION

A. **BREACH OF IMPLIED WARRANTY OF HABITABILITY (RCW 59.18.060)**

4.1 The Norwoods incorporate by reference the allegations set forth in each of the preceding paragraphs of this pleading as though fully stated herein.

4.2 Washington State's Legislature "enacted the Residential Landlord-Tenant Act, (hereinafter "the RLTA") Chapter 59.18 RCW, to govern the rights, responsibilities, and remedies of residential landlords and tenants." Faciszewski v. Brown, 187 Wn.2d 308, 314, 386 P.3d 711 (2016).

4.3 Washington State's Courts have made clear the RLTA "is a remedial statute that must be "construed liberally in order to accomplish the purpose for which it is enacted." State v. Douty, 92 Wn.2d 930, 936, 603 P.2d 373 (1979); cf. Randy Reynolds & Assocs. v. Harmon, 193 Wn.2d 143, 156, 437 P.3d 677 (2019) (Chapter 59.18 RCW is a "statute[] in derogation of the common law and thus [is] strictly construed in favor of the tenant.").

4.4 Under the RLTA, "all contracts for the renting of premises, oral or written, [have] an implied warranty of habitability." Foisy v. Wyman, 83 Wash.2d at 28, 515 P.2d 160. (1973).

4.5 This implied warranty of habitability requires landlords like Defendant HPA and Defendant Pathlight to "keep the premises fit for human habitation" and to "maintain certain specified items and areas." RCW 59.18.060.

4.6 To be fit for human habitation, landlords like Defendant HPA and Defendant Pathlight "must maintain the structural components [of the rental property] including, but not limited to, the roofs, floors, walls, foundations, and all other structural components, in reasonably good repair so as to be usable." RCW 59.18.060(2).

4.7 Landlords like Defendant HPA and Defendant Pathlight violate the implied warranty of habitability when they fail to keep a property fit for human habitation by failing to

PLAINTIFF'S FIRST AMENDED CIVIL
COMPLAINT FOR DAMAGES

Kristy M. Norwood, and Timothy P. Norwood,
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1 maintain "a reasonable program for the control of infestation by insects, rodents, and other pests
2 at the initiation of the tenancy." RCW 59.18.060(4).

3 4.8 Landlords like Defendant HPA and Defendant Pathlight also violate the implied
4 warranty of habitability when they fail to make repairs and arrangements necessary to put and
5 keep premises [like the Norwood's] in as good condition as [premises] by law or rental
6 agreement *should have been*, at the commencement of the tenancy. RCW 59.18.060(5).

7 4.9 Landlords like Defendant HPA and Defendant Pathlight further violate the
8 implied warranty of habitability when they fail to maintain all plumbing in a reasonably good
9 working order. RCW 59.18.060(8).

10 4.10 Here, Defendant HPA and Defendant Pathlight violated the RLTA by failing to
11 maintain the Norwood's roofs, floors, walls, foundations, and all other structural components, in
12 reasonably good repair so as to be usable. RCW 59.18.060(2).

13 4.11 Defendant HPA and Defendant Pathlight violated the RLTA by not having a
14 reasonable program for the control of infestation by insects, rodents, and other pests at the
15 initiation of the tenancy. RCW 59.18.060(4).

16 4.12 Defendant HPA and Defendant Pathlight further violated the RLTA by failing to
17 make repairs and arrangements necessary to put and keep the premises at issue in as good
18 condition as it by law or rental agreement *should have been*, at the commencement of the
19 Norwood's tenancy. RCW 59.18.060(5).

20 4.13 Defendant HPA and Defendant Pathlight also violated the RLTA by failing to
21 maintain all plumbing within the premises at issue in reasonably good working order. RCW
22 59.18.060(8).

23 PLAINTIFF'S FIRST AMENDED CIVIL
24 COMPLAINT FOR DAMAGES

Kristy M. Norwood, and Timothy P. Norwood,
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1 4.14 As a direct or proximate cause of Defendant HPA's and Defendant Pathlight's
2 breach of the implied warranty habitability, the Norwoods suffered pecuniary injury totaling
3 \$2,950.00 for moving expenses, in addition to

4 4.15 Defendant HPA and Defendant Pathlight are therefore jointly and severally liable
5 to the Norwoods for actual damages, which include but are not limited to costs associated with
6 bringing this suit and reasonable attorneys' fees, in addition to such other relief as may be just
7 and equitable. RCW 59.18 *et seq.*

8 **SECOND CAUSE OF ACTION: BREACH OF CONTRACT FOR LANDLORD'S
9 FAILURE TO CARRY OUT DUTIES (RCW 59.18.070)**

10 5.1 The Norwoods incorporate by reference the allegations set forth in each of the
11 preceding paragraphs of this pleading as though fully stated herein.

12 5.2 If at any time during a tenancy like the one applicable to this suit, a landlord like
13 Defendant HPA or Defendant Pathlight receives notice from tenants like the Norwoods, the
14 landlord:

15 ...shall commence remedial action after receipt of such notice by the tenant as
16 soon as possible but not later than the following time periods, except where
17 circumstances are beyond the landlord's control:

- 18 (1) Not more than twenty-four hours, where the defective condition
- 19 deprives the tenant of hot or cold water, heat, or electricity, or is
- 20 imminently hazardous to life;
- 21 (2) Not more than seventy-two hours, where the defective condition
- 22 deprives the tenant of the use of a refrigerator, range and oven, or a
- major plumbing fixture supplied by the landlord; and
- (3) Not more than ten days in all others.

RCW 59.18.070.

18 5.3 When landlords like Defendant HPA and Defendant Pathlight fail to commence
19 remedial action of defective conditions like those described herein during the applicable periods
20 of time set forth in RCW 59.18.070:

21 the tenant may contract with a licensed or registered person, or with a responsible
22 person capable of performing the repair Upon the completion of the repair and

PLAINTIFF'S FIRST AMENDED CIVIL
COMPLAINT FOR DAMAGES

Kristy M. Norwood, and Timothy P. Norwood,
a married couple, vs. HPA BORROWER 2018-LLC,
(d/b/a "Home Partners of America"); and OPVHHJV LL
(d/b/a "Pathlight Property Management")

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Morgan L. Lake | WSBA 52789
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1 an opportunity for inspection by the landlord or his or her designated agent, the
 2 tenant may deduct the cost of repair from the rent in an amount not to exceed the
 sum expressed in dollars representing two month's rental of the tenant's unit per
 repair.

3 RCW 59.18.070(2).

4 5.4 The Norwoods provided Defendant HPA and Defendant Pathlight several months
 5 of written notices that described the defective conditions found within the premises at issue, and
 the notices were received by the Defendants.

6 5.5 Following receipt of notices that described the defective conditions within the
 7 subject premises, Defendants failed to take remedial action and fulfill their obligations under
 8 RCW 59.18.060 within the time periods imposed by RCW 59.18.070, which substantially
 9 endangered or impaired the health or safety of a the Norwoods at the height of the COVID-19
 10 pandemic. Indeed, the Norwoods were forced to live in a home exposed to risk of illness or
 11 injury from leaking roofs, mold protruding throughout the majority of their living room ceiling,
 12 in addition to human waste that was draining and accumulating directly underneath the
 Norwoods' living room floor that led to a rat infestation. 59.18.060; RCW 59.18.070.

13 5.6 As a direct or proximate cause of Defendants' failures to carry out their statutorily
 14 imposed duties in a reasonable period, the Norwoods were forced to pay for a mold inspection
 15 from a certified inspector that confirmed their fears of exposure given Kristy Norwood's
 16 impaired breathing.

17 5.7 Defendant HPA and Defendant Pathlight are therefore jointly and severally liable
 18 to the Norwoods for Plaintiffs' actual damages, including "any actual damages sustained by the
 19 Norwoods that exceed the amount of relocation assistance that would otherwise payable, in
 20 addition to costs associated with bringing this suit and reasonable attorneys' fees, and such other
 relief as may be just and equitable. RCW 59.18.290(2); RCW 59.18.085(3)(e).

21
 22
 23 PLAINTIFF'S FIRST AMENDED CIVIL
 COMPLAINT FOR DAMAGES

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C. THIRD CAUSE OF ACTION: SUBSTANDARD AND UNREASONABLE LIVING CONDITIONS (RCW 59.18.115)

6.1 The Norwoods incorporate by reference the allegations set forth in each of the paragraphs of this pleading as though fully stated herein.

6.2 Under the RLTA, if a court determines that:

(b) A reasonable time has passed for the landlord to remedy the defective condition following notice to the landlord in accordance with RCW 59.18.070 or such other time as may be allotted by the court or arbitrator; the court or arbitrator may determine the diminution in rental value of the premises due to the defective condition and shall render judgment against the landlord for the rent paid in excess of such diminished rental value from the time of notice of such defect to the time of decision and any costs of repair done pursuant to RCW 59.18.100 for which no deduction has been previously made.

RCW 59.18.100(b).

6.3 Washington State's Legislature has declared, in relevant part:

[T]hat some tenants live in residences that are substandard and dangerous to their health and safety and that the repair and deduct remedies of RCW 59.18.100 may not be adequate to remedy substandard and dangerous conditions. [In such instances], an extraordinary remedy is necessary if the conditions substantially endanger or impair the health and safety of the tenant.

RCW 59.18.100(1).

6.4 Landlords like Defendant HPA and Defendant Pathlight substantially endanger or impair the health or safety of tenants when they fail to maintain or provide property that protects tenants from exposure of to the weather, and when they fail to meet the applicable standard of care to remedy the plumbing and sanitation defects that directly expose the occupants to the risk of illness or injury. RCW 59.18.115(2)(a)(ii)-(iii).¹

6.5 Defendant HPA and Defendant Pathlight failed to maintain or provide the Norwoods with a property that protected the Norwoods from exposure to the weather as

¹ The Washington State Building Code Council ("WSBCC") is responsible for building code standards throughout the state of Washington. WSBCC has adopted The Uniform Plumbing Code ("UPC"), which sets forth standards and regulations applicable to every county and city of the State. WAC 51-56-008; RCW 19.27; RCW 70.92.

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1 evidenced by defective roofing that leaked into the structure of the building, leading to the
 2 Norwoods to experience substantial exposure to high levels of mold.

3 6.6 The plumbing conditions described herein were insanitary and therefore
 4 substandard, dangerous, and unreasonable within the meaning of RCW 59.18.115. RCW
 5 59.18.115(2)(a).²

6 6.7 The Norwoods provided the Defendants with repeated notices over the course of
 7 nearly ten ("10") months regarding the substandard, dangerous, and unreasonable living
 8 conditions, but neither Defendant HPA, nor Defendant Pathlight met the duty of care imposed by
 9 the RLTA to fulfill their duties. RCW 59.18.060; RCW 59.18.070. Meanwhile, the Norwoods
 10 remained current on their rent up until the time they were forced to abandon the property at issue
 11 due to the living conditions described throughout this Complaint.

12 6.8 The Defendants' failure to remedy the substandard and unreasonable living
 13 conditions described herein within a reasonable period of time left the Norwoods unable to
 14 consistently access or utilize any of the subject premises' 3 bathrooms, which prevented the
 15 Norwoods from being able to shower consistently or flush toilets without human waste backing
 16 up from September 1st, 2019 – November 30th, 2020.

17 6.9 The Defendants' failure to remedy the substandard and unreasonable living
 18 conditions described herein also left the Norwoods unable to consistently access their kitchen for
 19 basic cooking needs due to the overpowering smell of human waste emitted from the bathroom
 20 directly adjacent to the kitchen from September 1st, 2019 – November 30th, 2020.

21 ² UPC defines "Insanitary" is defined as "a condition that is contrary to sanitary principles or is injurious to health,"
 22 and includes plumbing fixtures "not supplied with water sufficient to flush and maintain the fixture or receptor in a
 clean condition." UCC 2110(3).

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1 6.10 The Defendants' failures to remedy the substandard and unreasonable living
2 conditions described herein, left the Norwoods unable to consistently access or utilize the main
3 gathering room in the subject property, the living room, due to the overwhelming smell of
4 backed up human waste that was draining directly underneath the living room floor, in addition
5 to noxious fumes from mold that was visibly protruding and growing throughout the living room
6 ceiling.

7 6.11 Defendant HPA and Defendant Pathlight are therefore jointly and severally liable
8 to the Norwoods for the diminution in rental value of the premises due to their ongoing failure to
9 remedy the defective conditions described herein, in addition to all rent paid in excess of such
10 diminished rental value from the time of the Norwoods first provided Defendants notice of such
11 defects to the time the Norwoods were forced to vacate the premises. 59.18.100(b).

12 6.12 Defendant HPA and Defendant Pathlight are also therefore jointly and severally
13 liable to the Norwoods for actual damages, including "any actual damages sustained by [the
14 Norwoods] that exceed the amount of relocation assistance otherwise payable." RCW 59.18.290;
15 RCW 59.18.085(3)(e).

16 6.13 Defendants are further jointly and severally liable to the Norwoods for costs of
17 bringing this suit and reasonable attorney's fees, in addition to extraordinary remedies in an
18 amount to be proven at trial. RCW 59.18.290(1); RCW 59.18.115(1).

19 **D. FOURTH CAUSE OF ACTION: NEGLIGENCE *PER SE* (RCW 5.40.050)**

20 7.1 The Norwoods incorporate by reference the allegations set forth in each of the
21 preceding paragraphs of this pleading as though fully stated herein.
22

23 PLAINTIFF'S FIRST AMENDED CIVIL
24 COMPLAINT FOR DAMAGES

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1 7.2 To prevail in a negligence claim, plaintiffs like the Norwoods must show (1) the
2 existence of a duty, (2) breach of that duty, (3) resulting injury, and (4) proximate cause. RCW
3 5.40.050.

4 7.3 Defendant HPA's and Defendant Pathlight's duties as landlords are set forth in
5 the RLTA. RCW 59.18 *et seq.*

6 7.4 Defendants failed to meet the duty of care imposed upon each of them by the
7 RLTA by consistently failing to remedy the substandard and unreasonable living conditions
8 described herein within the time frames set forth by RCW 59.18.070.

9 7.5 As a direct or proximate result of Defendants' failure to meet the standard of care
10 imposed upon each of them by the RLTA, the Norwoods suffered injury pecuniary injury that
11 totaled \$2,950.00 for relocation fees, in addition to monies paid for a certified mold inspection,
12 and also spent time, energy and even more funds to investigate the legal claims set forth herein.

13 7.6 Additionally, as a direct or proximate cause of Defendants' failure to meet the
14 duty of care imposed on them by the RLTA, Kristy Norwood ("Mrs. Norwood") experienced
15 symptoms that manifested as open sores on her scalp, extreme anxiety and substantial mental
16 anguish, and impaired breathing. Mrs. Norwood was forced to seek out aid from certified
17 medical care specialists who created medical treatment plans to help Mrs. Norwood cope with
18 the symptoms that manifested as a result of living in the conditions described herein. Acting on
19 medical providers' orders, Mrs. Norwood was forced to shave her head to allow the sores to heal
20 over a 4-month period. Mrs. Norwood was also prescribed medication to address anxiety brought
21 on by the conditions described herein, in addition to inhalers for impaired breathing. Mrs.
22 Norwood continues to receive medical care treatment from certified medical care specialists for
23 symptoms that manifested from her time living in the substandard, insanitary, and dangerous
24 conditions described throughout this Complaint.

PLAINTIFF'S FIRST AMENDED CIVIL
COMPLAINT FOR DAMAGES

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1 7.7 Defendants' failure to meet the duty of care imposed upon them by the RLTA, is
2 negligence *per se*.

3 7.8 Defendant HPA and Defendant Pathlight are therefore jointly and severally liable
4 to the Norwoods for actual damages, for costs of bringing this suit and attorney's fees, in
5 addition to other forms of pain, suffering, and substantial mental anguish endured by the
6 Norwoods and other such relief the Court may deem proper. RCW 59.18.290; RCW 4.84.030;
7 RCW 4.56.250(1)(b).

8 **FIFTH CAUSE OF ACTION: CONSTRUCTIVE EVICTION FOR VIOLATION**
9 **OF THE COVENANT OF QUIET ENJOYMENT**

10 8.1 The Norwoods incorporate by reference the allegations set forth in each of the
11 paragraphs of this pleading as though fully stated herein.

12 8.2 Constructive eviction occurs when landlords "intentionally or injuriously
13 interferes with a tenancy, either by depriving the tenants of beneficial enjoyment of the leased
14 property or materially impairing the tenant's enjoyment." Old City Hall LLC v. Pierce County
15 AIDS Found., 181 Wn. App. 1, 8, 329 P.3d 83 (2014).

16 8.3 Plaintiffs who present facts sufficient to demonstrate the property like the one at
17 issue was untenantable are constructively evicted. *See*, 5 Thompson on Real Property, Second
18 Thomas Edition § 41.03(c)(3), at 153-54 (David A. Thomas & N. Gregory Smith eds., 2007).
19 "Premises are 'untenantable' if it is impossible or infeasible for the tenant to use them." 17
20 William B. Stoebuck & John W. Weaver, Washington Practice: Real Estate: Property Law §
21 6.32, at 352 (2d ed. 2004).³

22 ³ Leased premises are deemed "untenantable" for the purposes of constructive eviction under the quiet enjoyment
covenant when "the premises are unfit for the purpose for which they are leased." 5 THOMPSON ON REAL
PROPERTY § 40.22(c)(3)(i), at 144 (David A. Thomas ed., 1994). If the premises are "uninhabitable," they are
certainly "untenantable." Tucker v. Hayford, 118 Wn. App. 246, 255, 75 P.3d 980 (2003).

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1 8.4 Under the RLTA, displaced tenants like the Norwoods shall:

2 "... be entitled to recover any relocation assistance, prepaid deposits, and prepaid
3 rent required by (b) of this subsection. In addition, displaced tenants shall be
4 entitled to recover any actual damages sustained by them as a result of the
5 condemnation, eviction, or displacement *that exceed the amount of relocation
6 assistance that is payable.* In any action brought by displaced tenants to recover
7 any payments or damages required or authorized by this subsection (3)(e) or (c)
8 of this subsection that are not paid by the landlord or advanced by the city, town,
9 county, or municipal corporation, the displaced tenants shall also be entitled to
10 recover their costs of suit or arbitration and reasonable attorneys' fees.

11 RCW 59.18.085.

12 8.5 Washington State's legislature has granted authority to the governing body of
13 each county to amend the state building code as it applies within the jurisdiction of the county or
14 city. RCW 19.27.040.

15 8.6 Pierce County's Sewer Standards are promulgated by the Pierce County Public
16 Works & Utilities Department's Sewer Utility Division and set forth in Chapter 13 of the Pierce
17 County Code ("PCC"), which states landlords like Defendant HPA and Defendant Pathlight
18 "*shall* be responsible for meeting and maintaining minimum standards for buildings" like the
19 premises at issue." PCC 13.06.030.

20 8.7 In Pierce County, "it is unlawful or any landlord or property owner like Pathlight
21 to "permit any human excrement ...[to] be discharged into or be placed where they might find
22 their way into ... any part of the public sewer system." PCC 13.04.035.

23 8.8 The accumulation of human excrement described herein was known by the
24 Defendants, and yet neither Defendant HPA, nor Defendant Pathlight made any reasonable effort
25 to remedy the insanitary and dangerous conditions within the time frame set forth in RCW
26 59.18.070, in violation of the PCC. PCC 13.04.035.

27 PLAINTIFF'S FIRST AMENDED CIVIL
28 COMPLAINT FOR DAMAGES

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8.9 The substandard, insanitary and dangerous living conditions described throughout the property at issue made it impossible or infeasible for the Norwoods to consistently access or utilize substantial portions of the property throughout the entirety of their tenancy, including all three bathrooms. The ongoing exposure to human waste prevented the Norwoods from being able to consistently address the most basic of hygiene and self-care related needs. Defendants' failure to meet the standard of care imposed upon each of them by the RLTA made the premises at issue untenable and deprived the Norwoods of beneficial enjoyment of the leased property or materially impaired the Norwood's enjoyment of the property at issue.

8.10 Defendant HPA and Defendant Pathlight therefore breached the covenant of quiet enjoyment and constructively evicted the Norwoods, who suffered injuries in an amount that exceeds the statutory limit of \$2,000.00. RCW 59.18.085(3)(a), (b), and (c).

8.11 Defendant HPA and Defendant Pathlight are therefore jointly and severally liable to the Norwoods for the greater of three months' rent or treble the actual damages sustained as a result of the violations described herein, in addition to costs of bringing this suit and attorney's fees. RCW 59.18.085(2).⁴

X. PRAYER FOR RELIEF

WHEREFORE, the Norwoods pray for an award of the following relief from the Defendants HPA BORROWER 2018-LLC, (d/b/a “Home Partners of America”) and OPVHHJV LL (d/b/a “Pathlight Property Management”) in the form of:

⁴ The legislative intent of RCW 59.18.085 was "to provide enforcement mechanisms to cities, towns, counties, or municipal corporations including the ability to advance relocation funds to tenants who are displaced as a result of a landlord's failure to remedy building code or health code violations and later to collect the full amounts of these relocation funds, along with interest and penalties, from landlords." LAWS OF 2005, ch. 364, § 1 (emphasis added).

**PLAINTIFF'S FIRST AMENDED CIVIL
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1. Judgment against the Defendants, jointly and severally, in an amount to be determined, for each of the causes of action pled above;
2. Pre-judgment and post-judgment interest on all damages as provided by law;
3. Actual damages, pursuant to RCW 4.84.330; 59.18.290(1); 59.18.085(2); RCW 59.18.085(3)(c); and RCW 59.18.085(3)(e);
4. Excess rent paid for diminution in rental value of the premises at issue from the time notice of such defects was first disclosed, pursuant to RCW 59.18.100(b);
5. Reimbursement for relocation fees, including three months' rent or treble the actual damages sustained by the Norwoods, pursuant to RCW 59.18.085(2), RCW 59.18.085(3)(c), and RCW 59.18.085(3)(e);
6. Extraordinary remedies, pursuant to RCW 59.18.115(1);
7. Non-economic damages for pain, suffering, and substantial mental anguish, pursuant to RCW 4.56.250(1)(b);
8. An award of the Norwood's attorney's fees and costs incurred in bringing this action, as permitted by court rules, contract, statute, equitable doctrine, or case law; and
9. Such other relief as may be just and equitable.

DATED this October 27th, 2021.


/s/ Morgan L. Lake

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 Attorney for Plaintiffs
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PLAINTIFF'S FIRST AMENDED CIVIL
 COMPLAINT FOR DAMAGES

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6 **IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON**
7 **IN AND FOR THE COUNTY OF PIERCE**

8 KRISTY M. NORWOOD, and
9 TIMOTHY P. NORWOOD, a
married couple,

10 Plaintiffs,

11 vs.

12
13 HPA BORROWER 2018-LLC,
(d/b/a "Home Partners of America"),
14 a foreign limited liability company
licensed to do business in
15 Washington State; and OPVHHJV
LL (d/b/a "Pathlight Property
16 Management") a foreign limited
liability company licensed to do
17 business in Washington State,

18 Defendants.

CASE NO. 21-2-0802405

EXHIBITS A-O TO PLAINTIFFS' FIRST
AMENDED CIVIL COMPLAINT FOR
DAMAGES

19 Please find attached herewith Exhibits A-O, which accompany Plaintiffs' First Amended Civil
20 Complaint for Damages.

21 Respectfully submitted this October 27th, 2021.

22 By:

23 /s/ Morgan L. Lake

24 Morgan L. Lake, WSBA #52789
Attorney for the Plaintiffs

25 **EXHIBITS A-0 TO PLAINTIFFS' FIRST
AMENDED CIVIL COMPLAINT FOR
DAMAGES**

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EXHIBITS A – O

PLAINTIFF'S EXHIBITS A-0
PLAINTIFF'S CIVIL COMPLAINT FOR DAMAGES

- 1

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WO#B4757672 The tree in the front yard needs to be trimmed. If a branch breaks it is going to take out powerlines and or hurt someone. This should have been done long before I moved in. With winter around the corner, it needs to be dealt with. I will not be held responsible for any damage caused by this tree.

Created: 8-24-19

Completed: **Still Open**

Notes: Pathlight told me, per my lease agreement that it is now my problem to deal with.

WO#B5096729 Ceiling damaged due to roof leaking.

Created: 11-21-19

Completed: 11-29-19

Notes: **Not Continuing**

WO#B5348909 The ceiling in the room off the kitchen is getting moldy because the roof is leaking. It needs to be fixed ASAP!

Created: 2-1-20

Completed: **Ceiling is still moldy and discolored. No resolution**

WO#B5367317 There is an active leak in the house.

Created: 2-6-20

Completed: **Still Open**

Notes: There is an active leak in the home since October. The roofer's state they need dry weather to complete the job. We need it tarped to protect the home.

WO#B5367477 The oven doesn't heat up and the door doesn't close. I must tie it closed with a rope.

Created: 2-6-19

Completed: **Still Open**

Notes: The oven doesn't heat up and the door doesn't close. I must tie it closed with a rope. The oven takes 30 minutes to heat up.

WO#B5374879 I would like to have a peep hole put into the front door for security. I can't have my wife just open the front door without being able to see who is out there.

Created: 2-8-20

Completed: 2-9-20

Notes: I was told that they wouldn't do it.

WO#B5420265 There are 3 places in the same room that is leaking water.

Created: 2-20-20

Completed: 2-27-20

Notes: The roof was only tarped, not fixed.

WO#B5420289 Ceiling in the room off the kitchen is still in need of repair.

Created: 2-20-20

Completed: ~~Nothing was done~~

Notes: Possible recall of WO#B5096729 created to address the ceiling damage caused by the roof leak.

WO#B5447664 The oven doesn't heat up and the door doesn't close. I must tie it closed with a rope.

Created: 2-28-20

Completed: Oven was ordered.

Notes: The oven doesn't heat up and the door doesn't close. I must tie it closed with a rope.

WO#B5475896 The oven doesn't heat up and the door doesn't close. I must tie it closed with a rope.

Created 3-6-20

Completed: 3-18-20

Notes: Oven was replaced.

WO#B5526746 The roof is still leaking.

Created: 3-20-20

Completed: Still open.

Notes: Clients requests JBS Eagles Inc. quote in WO#B5449131 be pushed back through for approval review on roof repair. I MADE NO SUCH REQUEST. I JUST KEPT TELLING THEM THEROOF WAS LEAKING.

WO#B5544793 The bathroom fan is making a squealing noise.

Created: 3-26-20

Completed: 4-28-20

Notes: Fan was replaced.

WO#B5597677 Roofer on site.

Created: 4-13-20

Completed: 4-16-20

Notes: The roofer onsite found that the roof needed an additional 7 sheets of plywood and 12x20 section of torch down.

✓ WO#B5597886 Roof leak.

Created: 4-13-20

Completed: 4-16-20

Notes: Per vender in WO#B5420265, an entire roof replacement is needed due to damage/leak issues. Full roof replacement needed.

✓ WO#B5880366 Ceiling damage and insulation.

Created: 6-25-20

Completed: Still Open- No Resolution

Notes: Techs state, the roof has been replaced. There is no active leaking, however the ceiling was damaged by the leak. It looks like we have a mold problem now. Wet insulation wasn't removed, nor was the wet drywall replace.

WO#B6254769 This is a massive tree. The branches are at least a foot in diameter. One is hanging out over the driveway and power lines to the house. The other is over the front of the house. If these branches were to break someone could be seriously hurt. This tree is way out of my league.

Created: 9-25-20

Completed: Still an issue. No resolution.

Notes: Pathlight closed this matter without giving me an answer. I assume as before; they consider this my problem.

WO#B6254771 Tree needs trimming.

Created: 9-25-20

Completed: Still an issue. No resolution.

Notes: Notes. Pathlight closed this matter without giving me an answer. I assume as before; they consider this my problem.

✓ WO#B6266269 We are still having issues with all the bathroom. Showers, tubs, washer, and toilets are still backing up. Please help!!!! Everything is backed up.

Created: 9-28-20

Completed: 10-1-20

Notes: My PHD Plumbing came out and unplugged the line. As before he told me it would continue to happen due to a dip in the line under the house.

✓ WO#B6312681 We are still having issues with all the bathroom. Showers, tubs, washer, and toilets are still backing up.

Created: 10-9-20

Completed: Cancelled on 10-15-20

Notes: Per technician in WO#B6266269, "there is a huge root ball blocking 90% of this sewer line under the tree. This should be addressed, or a clogging issue will continue to happen.

✓ WO#B6334521 We are still having issues with all the bathroom. Showers, tubs, washer, and toilets are still backing up.

Created: 10-15-20

WO#B6357417 Ceiling damage and insulation.

Created: 10-22-20

Completed: 10-27-20

Notes: Still open. No resolution.

WO#B6358023 We are still having issues with all the bathroom. Showers, tubs, washer, and toilets are still backing up.

Created: 10-22-20

Completed: Still open. Pending more information.

WO#B6374772 These openings lead to under the house and need to be sealed up.

Created: 10-27-20

Completed: Still open.

Notes: No one ever came out to see.

WO#B6389123 We are still having issues with all the bathroom. Showers, tubs, washer, and toilets are still backing up. This has been an issue for the past 2 months.

Created: 10-30-20

Completed: Still open. Pending more information.

Notes: Pending more information.

WO#B6389386 Rats under the house.

Created: 10-30-20

Complete: Still open.

Notes: I was called on 10-30-20 at 6 p.m. by Pathlight maintenance. They asked me if I saw rats under the house. I told them everyone has rats. They said they needed to set traps under the house. I feel like this is an other stall tactic.

Completed: 10-22-20

Notes: Harts Services came out to look under the house. That's when we found out the real problem. All the pipes under the house were rotted out and leaking. They had been for some time. The main sewer line is broken and leaking raw sewage under the house. Estimate \$30K to fix it. Meanwhile we are still living with raw sewage.

Notes: Resident states their toilets are backing up and they have had continual problems with their plumbing and sewer line. WO#B4121442, #B4453114, #B6189714, #B6216985, #B6266269, #B6274874, #B6312681. Resident states they must wait for 1 hour to reset the toilets and they are unable to use the showers. Resident states if they use the bathroom sink, they cannot use the toilets because the water fills up the pipe. Per technician, in #B6266269, there is a huge root ball blocking 90 % of this sewer line under the tree. This should be addressed, or a clogging issue will continue to happen.

On 10-16-20 I paid Roto Rooter to come out and unplug the line so we could at least use the bathrooms for a bit. The line will continue to plug up until it is fixed properly.

WO#B6357417 Ceiling damage and insulation.

Created: 10-22-20

Completed: 10-27-20

Notes: ~~Not resolved~~ Ceiling is still the same.

Notes: Resident is reporting discoloration in ceiling. Please send remediation company to take care of the issue. Then once remediation is complete, we need to do an air test to confirm AQ.

WO#B6358023 We are still having issues with all the bathroom. Showers, tubs, washer, and toilets are still backing up.

Second opinion, there are 2 reported issues. (1) Please video inspect the main sewer and make recommendations, the video must be submitted with the proposal. (2) Please inspect for leaking sewer line in the crawlspace.

Created: 10-22-20

Completed: ~~Still open. Need more information.~~

WO#B6374772 These openings lead to under the house and need to be sealed up.

Created: 10-27-20

Completed: ~~Still an issue.~~

Notes: No one ever came out to see the problem. I was sent an email telling me, it is my responsibility. The house was rented as is.

WO#B5992983 Ceiling damage and insulation.

Created: 7-22-20

Completed: ~~8-10-20~~

Notes: Notes: Techs state, the roof has been replaced. There is no active leaking, however the ceiling was damaged by the leak. It looks like we have a mold problem now. Wet insulation wasn't removed, nor was the wet drywall replace.

WO#B6043598 The pod soap dispenser spring is broken.

Created: 8-3-20

Completed: 8-24-20

Notes: New dispenser was installed. Issue resolved.

WO#B6189714 All sinks, tubs, showers and toilets are backed up.

Created: 9-8-20

Completed: 9-14-20

Notes: My PHD Plumbing came out and unplugged the line. He also told me it would continue to happen due to a dip in the line under the house.

WO#B6216985 All sinks, tubs, showers and toilets are backed up.

Created: 9-15-20

Completed: 9-18-20

Notes: My PHD Plumbing came out and unplugged the line. As before he told me it would continue to happen due to a dip in the line under the house.

WO#B6251643 The ceiling in the room off the garage is coming down, due to a leak. This was caused by ivy and a tree that has been stuck to the house for a very long time.

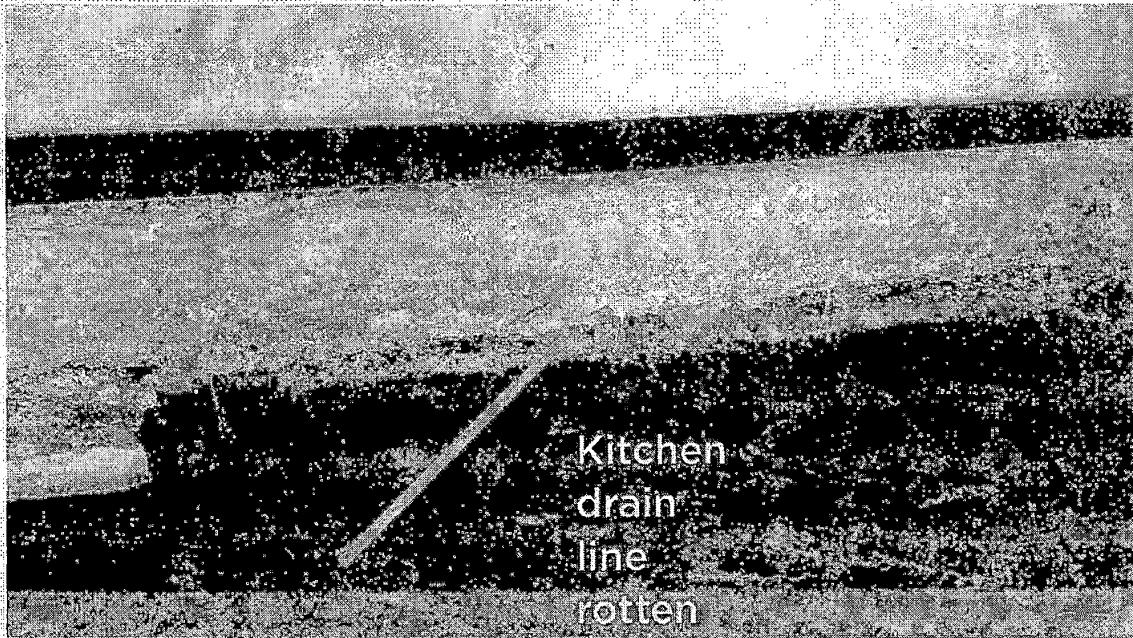
Created: 9-24-20

Completed: 10-12-20

Notes: The roof was replaced, ~~however the ceiling in the room was not fixed.~~

11/13/2020

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11/13/2020

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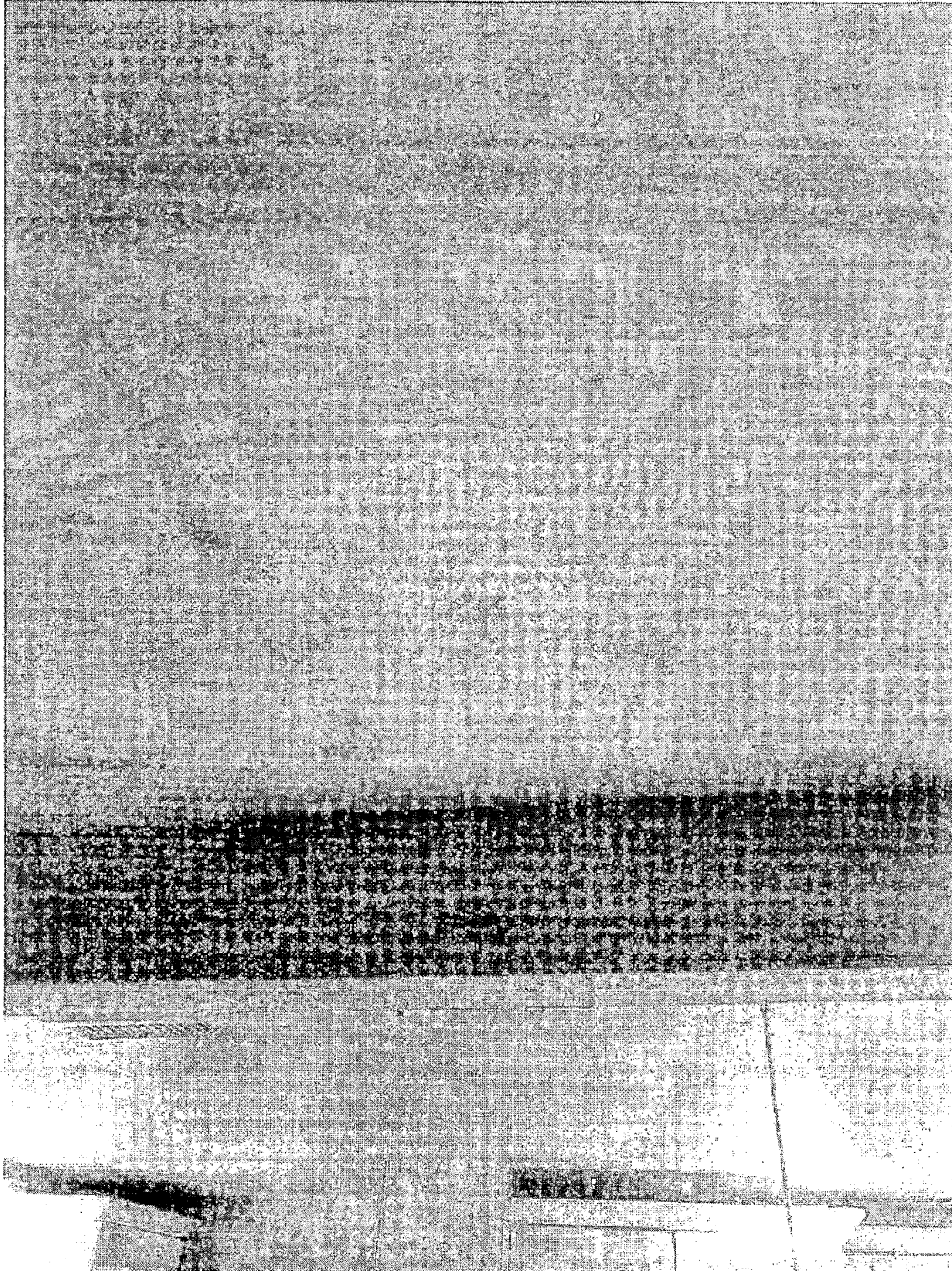


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11/13/2020

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11/13/2020

Mail - Morgan Lake - Outlook

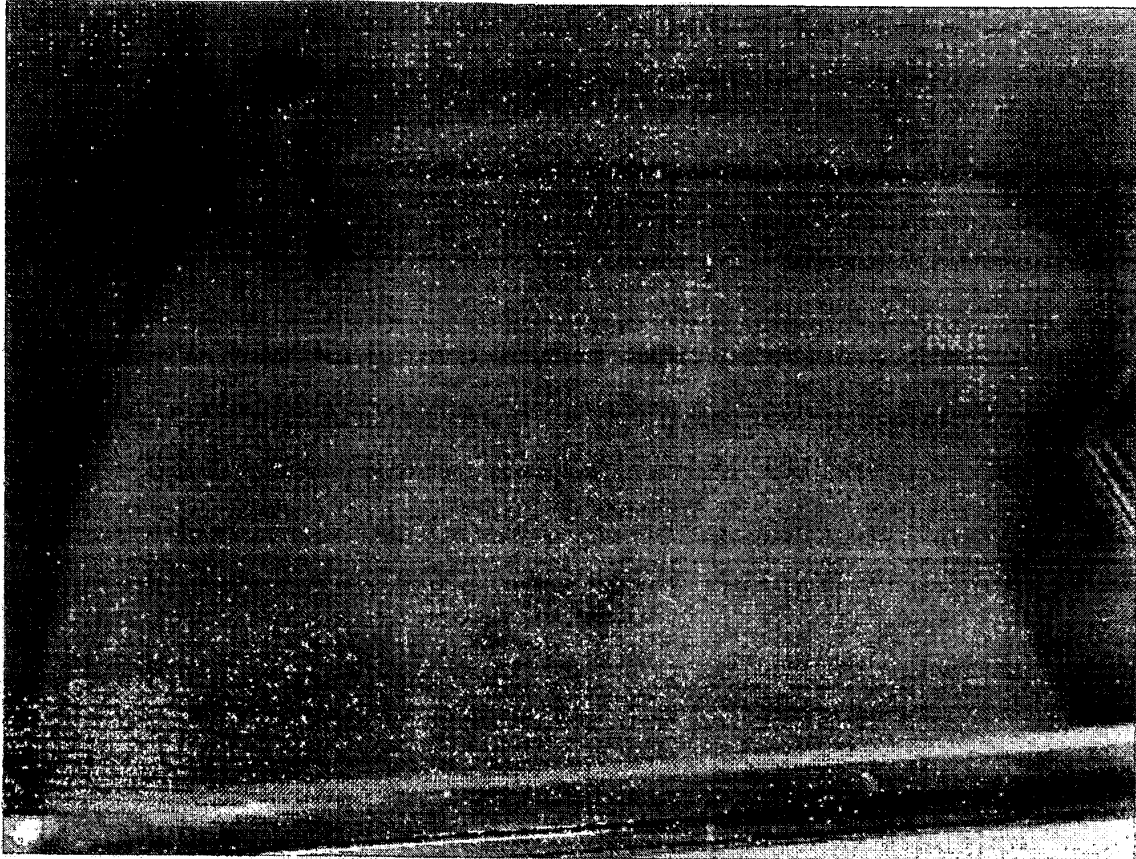


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EXHIBIT "A" TO NOTICE OF REMOVAL, Page 111 of 120

11/13/2020

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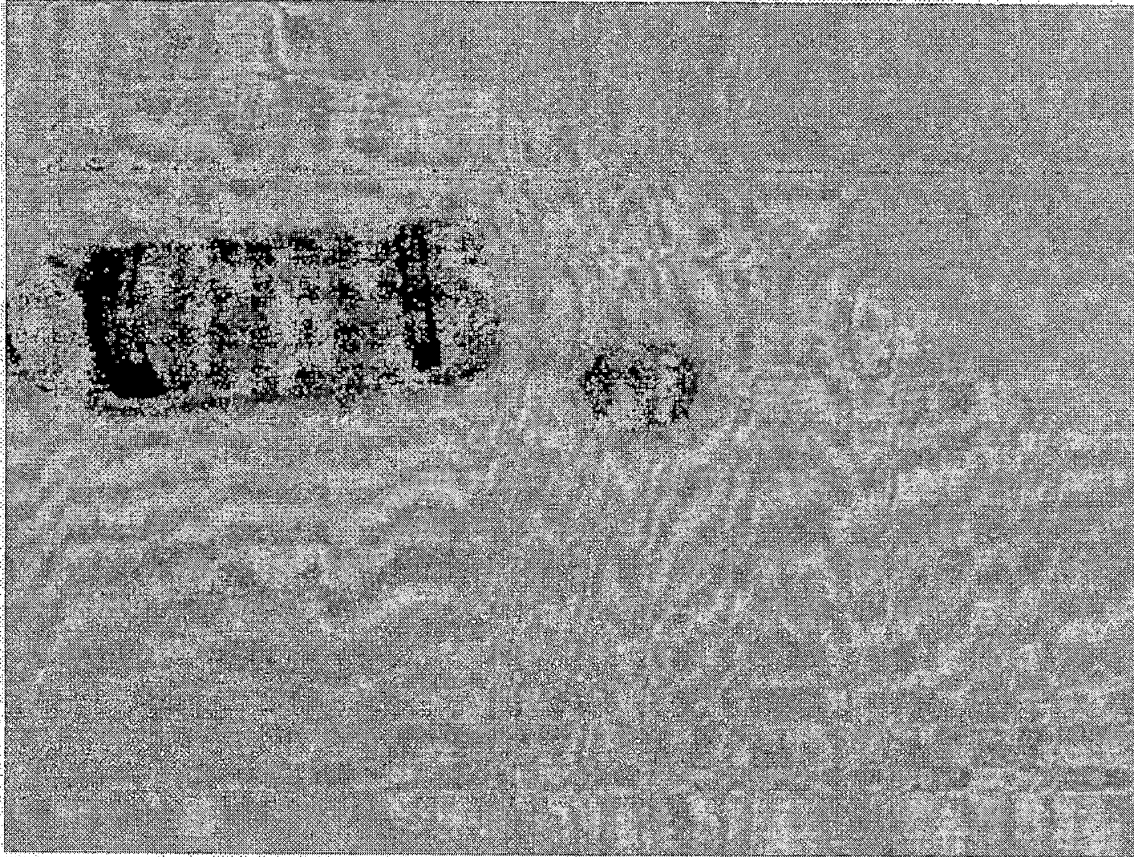


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EXHIBIT "A" TO NOTICE OF REMOVAL, Page 112 of 120

11/13/2020

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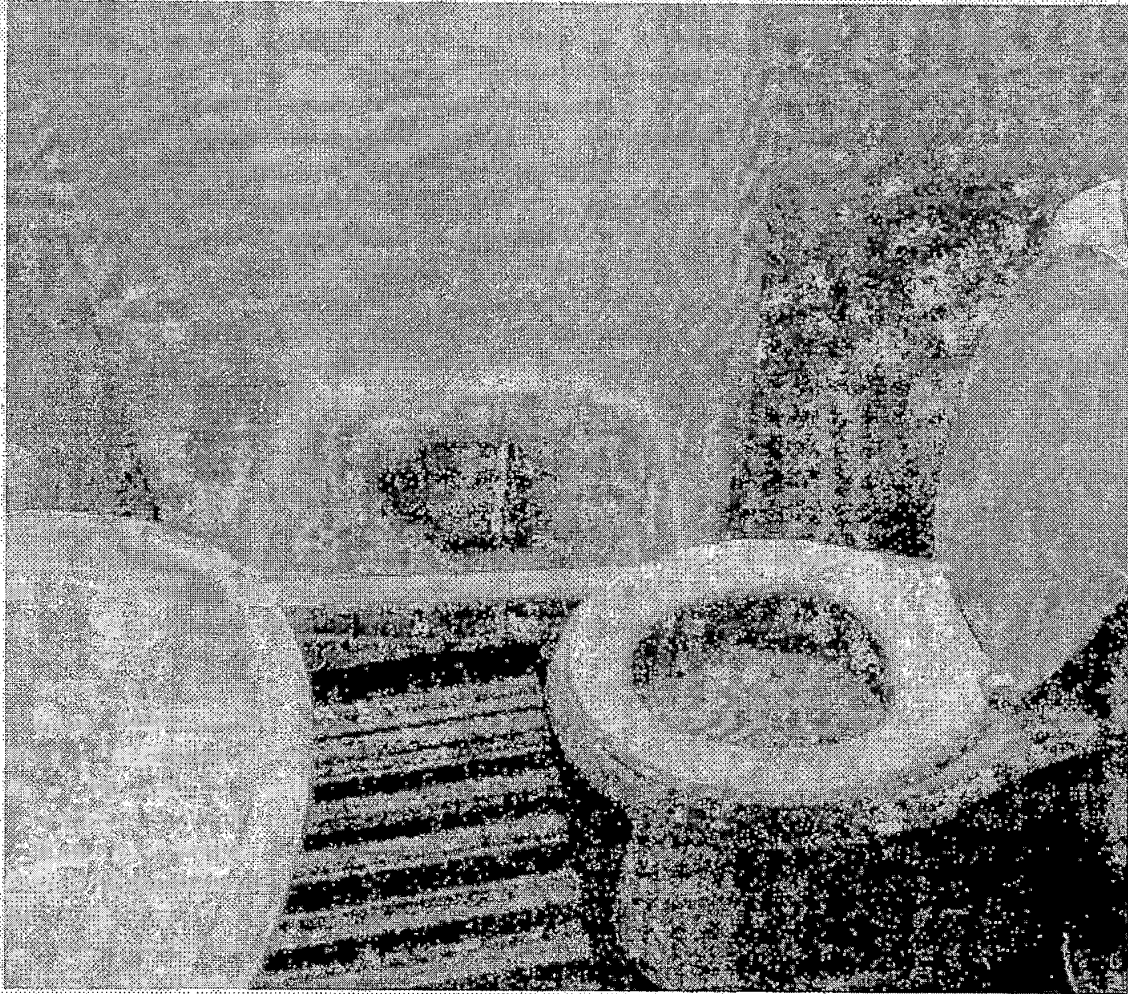
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EXHIBIT "A" TO NOTICE OF REMOVAL, Page 114 of 120

2021

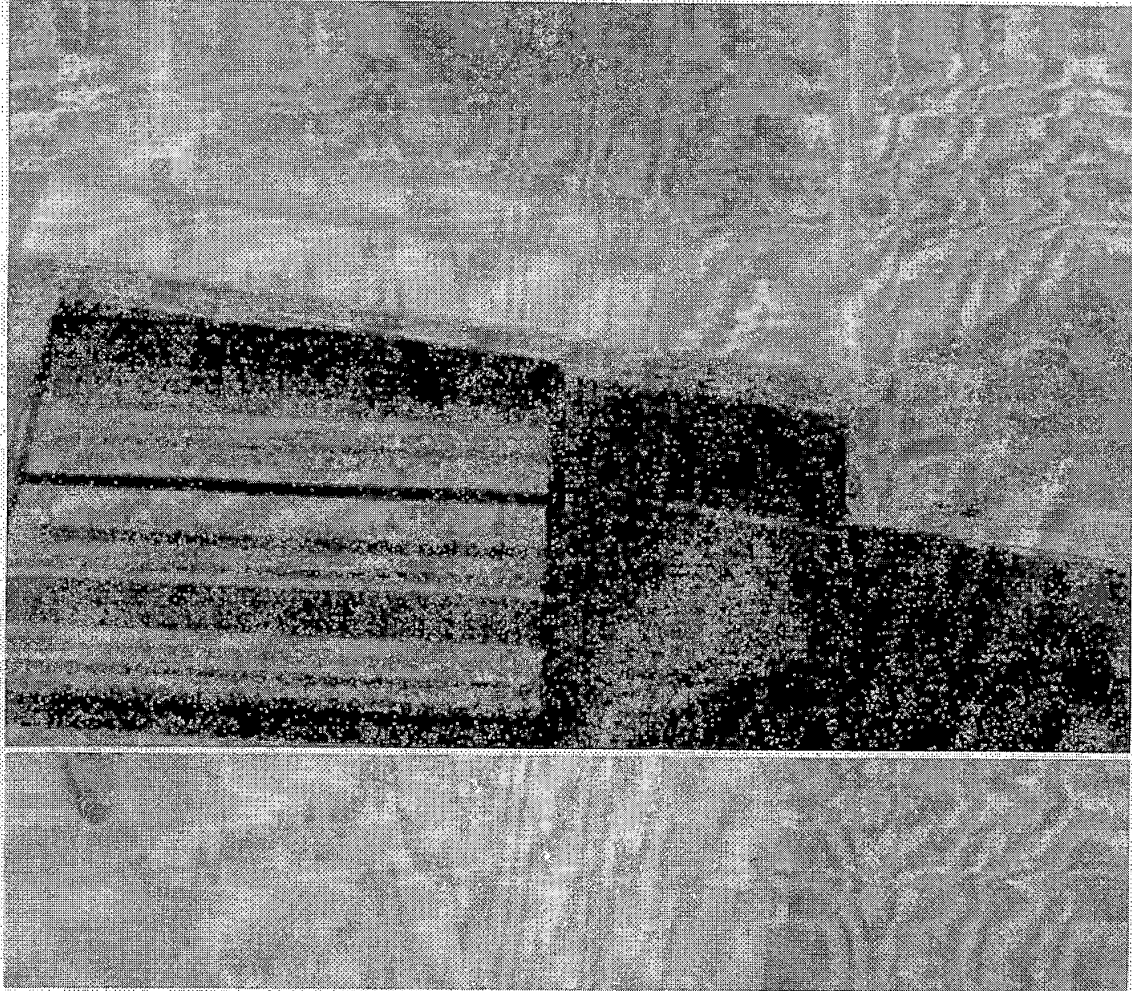
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2021

Mell - Morgan Lake - Outlook



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E-FILED
IN COUNTY CLERK'S OFFICE
PIERCE COUNTY, WASHINGTON

November 02 2021 8:30 AM

KEVIN STOCK
COUNTY CLERK
NO: 21-2-08024-5

IN THE SUPERIOR COURT, IN AND FOR THE COUNTY OF PIERCE, STATE OF WASHINGTON

KRISTY M. NORWOOD AND TIMOTHY P NORWOOD

Plaintiff/Petitioner

vs.

HPA BORROWER 2018-LLC. et al.

Defendant/Respondent

Cause No.: **21-2-08024-5**

Hearing Date: **10/25/2022**

DECLARATION OF SERVICE OF

Plaintiffs' First Amended Civil Summons (20 Days); Case Cover Sheet / Civil Case; Order Setting Case Schedule; First Amended Civil Complaint for Damages; Exhibits A-O to Plaintiffs' First Amended Civil Complaint for Damages

The undersigned hereby declares: That s(he) is now and at all times herein mentioned was a citizen of the United States, a resident of Washington, over the age of eighteen, not an officer of a plaintiff corporation, not a party to nor interested in the above entitled action, and is competent to be a witness

On the **28th day of October, 2021 at 11:44 AM** at the address of **300 Deschutes Way SW Suite 208, MC-CSC1, Tumwater, Thurston County, WA 98501**; this declarant served the above described documents upon **HPA BORROWER 2018-LLC (d/b/a "Home Partners of America") c/o Corporation Service Company, Registered Agent** by then and there personally delivering 1 true and correct copy (ies) thereof, by then presenting to and leaving the same with **Corporation Service Company, Registered Agent**, I delivered the documents to **Corporation Service Company, Registered Agent with identity confirmed by physical description. The individual accepted service in accordance with social distancing requirements (placed the documents in a clearly visible place at least six feet away from the subject and advised the subject to retrieve them after stepping away). The individual appeared to be a black-haired white female contact 45-55 years of age, 5'-5'4" tall and weighing 80-120 lbs. Cynthia Jones.**

No information was provided or discovered that indicates that the subjects served are members of the United States military.

ORIGINAL PROOF OF SERVICE

PAGE 1 OF 2

Tracking #: 0078602291



For: LAKE LAW, PLLC
Ref #: REF-9045262



PLAINTIFF/PETITIONER: KRISTY M. NORWOOD AND TIMOTHY P NORWOOD	CASE NUMBER: 21-2-08024-5
DEFENDANT/RESPONDENT: HPA BORROWER 2018-LLC. et al.	

Service Fee Total: **\$135.00**

Declarant hereby states under penalty of perjury under the laws of the State of Washington that the statement above is true and correct.

Date: 11/01/2021

Kevin Nakai

Kevin Nakai, Reg. # 3465919, Lewis County, WA

ORIGINAL PROOF OF SERVICE

PAGE 2 OF 2



For: LAKE LAW, PLLC
Ref #: REF-9045262

Tracking #: 0078602291



E-FILED
IN COUNTY CLERK'S OFFICE
PIERCE COUNTY, WASHINGTON

November 02 2021 8:30 AM

KEVIN STOCK
COUNTY CLERK
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Cover Sheet / Civil Case; Order Setting Case Schedule;
First Amended Civil Complaint for Damages; Exhibits A-O
to Plaintiffs' First Amended Civil Complaint for Damages

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No information was provided or discovered that indicates that the subjects served are members of the United States military.

ORIGINAL PROOF OF SERVICE

PAGE 1 OF 2

Tracking #: 0078602322



For: LAKE LAW, PLLC
Ref #: REF-9045262



PLAINTIFF/PETITIONER: KRISTY M. NORWOOD AND TIMOTHY P NORWOOD	CASE NUMBER: 21-2-08024-5
DEFENDANT/RESPONDENT: HPA BORROWER 2018-LLC. et al.	

Service Fee Total: **\$135.00**

Declarant hereby states under penalty of perjury under the laws of the State of Washington that the statement above is true and correct.

Date: 11/01/2021

Kevin Nakai

Kevin Nakai, Reg. # 3465919, Lewis County, WA

ORIGINAL PROOF OF SERVICE

PAGE 2 OF 2



For: LAKE LAW, PLLC
Ref #: REF-9045262

Tracking #: 0078602322

